

ATTORNEYS' TITLE FUND SERVICES, LLC

**Palm Beach Branch
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West Palm Beach, FL 33409
(561) 640-3700
Fax: (866) 818-6703**

The Law Offcs of Paul Burkhart
800 Village Square Crossing
Palm Beach Gardens, FL 33410

Date: January 31, 2012
Fund File Number: 06-2012-000694
County: Palm Beach
Reference: Delray Villas Phase I

Dear Kim:

Pursuant to your request, we have searched the public records of Palm Beach County, Florida, through January 20, 2012 at 11:00 PM to ascertain the following:

Governing documents for Delray Villas Phase I.

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000.

Prepared this 31st day of January, 2012.

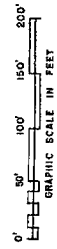
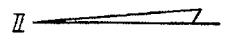
Attorneys' Title Fund Services, LLC

***Prepared by: Shirley Harris
Phone Number: 800-515-0155 Ext: 6400***

1. **Book and Page:** PB 37/4 **TOI:** PLAT **DOF:** 03/14/1979
First Party: PLAT NO.1 OF DELRAY VILLSS
Second Party:
2. **Book and Page:** OR 3032/542 **TOI:** R **DOF:** 03/29/1979
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
3. **Book and Page:** OR 3197/1752 **TOI:** R **DOF:** 12/19/1979
First Party: CAMPANELLI INC MA CORP
Second Party:
4. **Book and Page:** OR 3752/1178 **TOI:** SWD **DOF:** 07/01/1982
First Party: CAMPANELLI INC MA CORP
Second Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
5. **Book and Page:** OR 3804/924 **TOI:** R AMD **DOF:** 10/07/1982
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
6. **Book and Page:** OR 4742/332 **TOI:** R AMD **DOF:** 12/20/1985
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
7. **Book and Page:** OR 5471/234 **TOI:** R AMD **DOF:** 11/03/1987
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
8. **Book and Page:** OR 6393/93 **TOI:** R AMD **DOF:** 03/21/1990
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
9. **Book and Page:** OR 6444/1969 **TOI:** R AMD **DOF:** 05/07/1990
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
10. **Book and Page:** OR 7747/582 **TOI:** R AMD **DOF:** 06/11/1993
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
11. **Book and Page:** OR 7965/123 **TOI:** R AMD **DOF:** 11/04/1993
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:

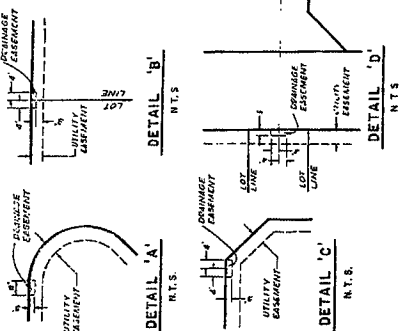
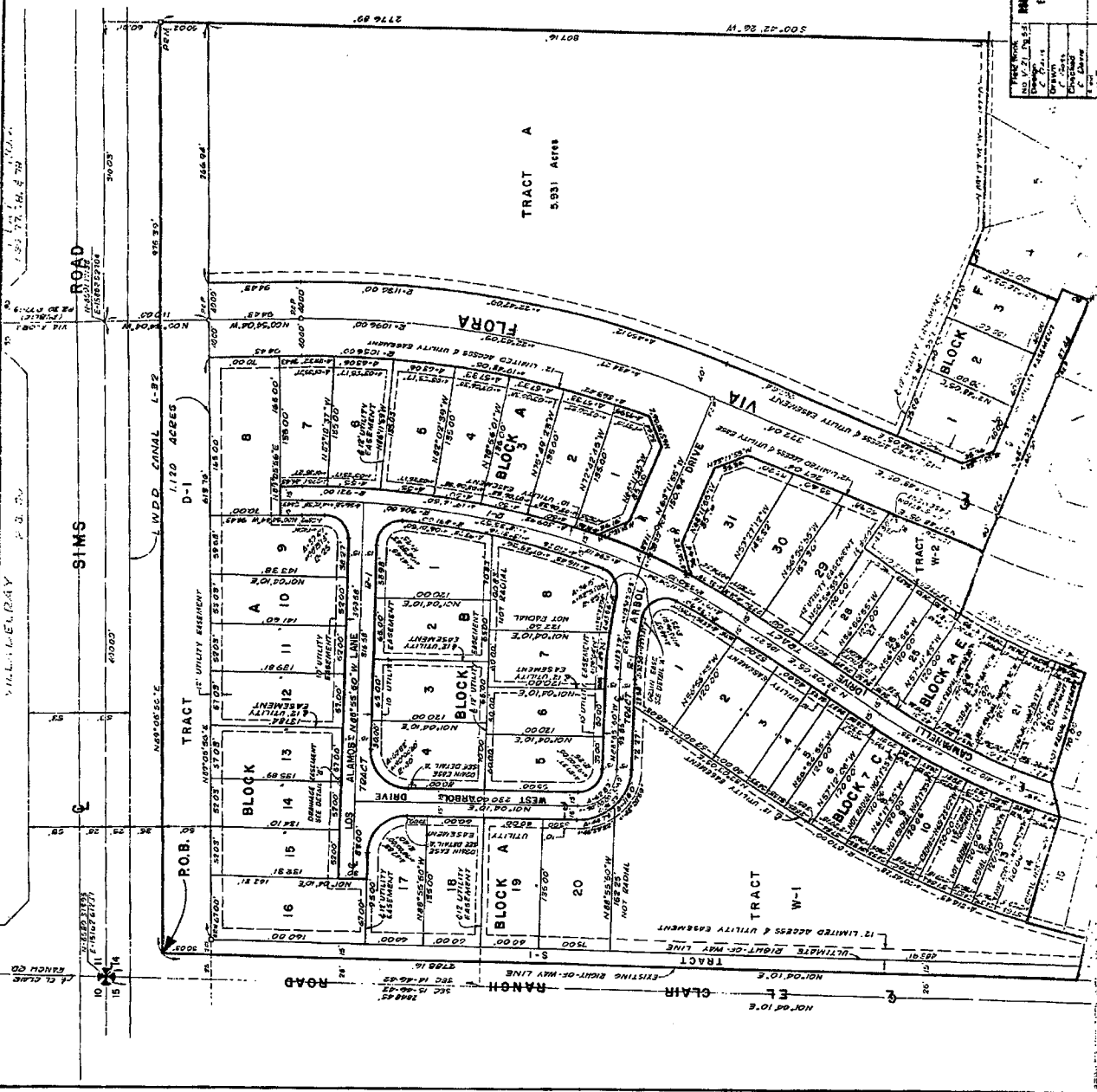
12. **Book and Page:** OR 9167/389 **TOI:** R AMD **DOF:** 03/15/1996
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
13. **Book and Page:** OR 18612/397 **TOI:** R AMD **DOF:** 05/19/2005
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
14. **Book and Page:** OR 19674/31 **TOI:** R AMD **DOF:** 12/15/2005
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:
15. **Book and Page:** OR 23090/1019 **TOI:** R AMD **DOF:** 02/20/2009
First Party: DELRAY VILLAS PLAT NO 1 HOA ASSN INC
Second Party:

**A PLANNED UNIT DEVELOPMENT
IN VILLADELRAY WEST
PLAT NO. 1
DELRAY VILLAS
IN 4 SHEETS
SHEET 2 OF 4**

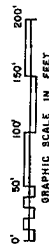
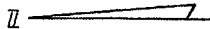


NOTE: ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED

PLAT NO. 1	78-1121
DELRAY VILLAS	1" = 30'
IN 4 SHEETS, SHEET 2 OF 4	4 2
ROBERT E. WYER & ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS WEST PALM BEACH FLORIDA	



A PLANNED UNIT DEVELOPMENT
 IN VILLA DELRAY WEST
PLAT NO. 1
DELRAY VILLAS
 IN 4 SHEETS
 SHEET 3 OF 4

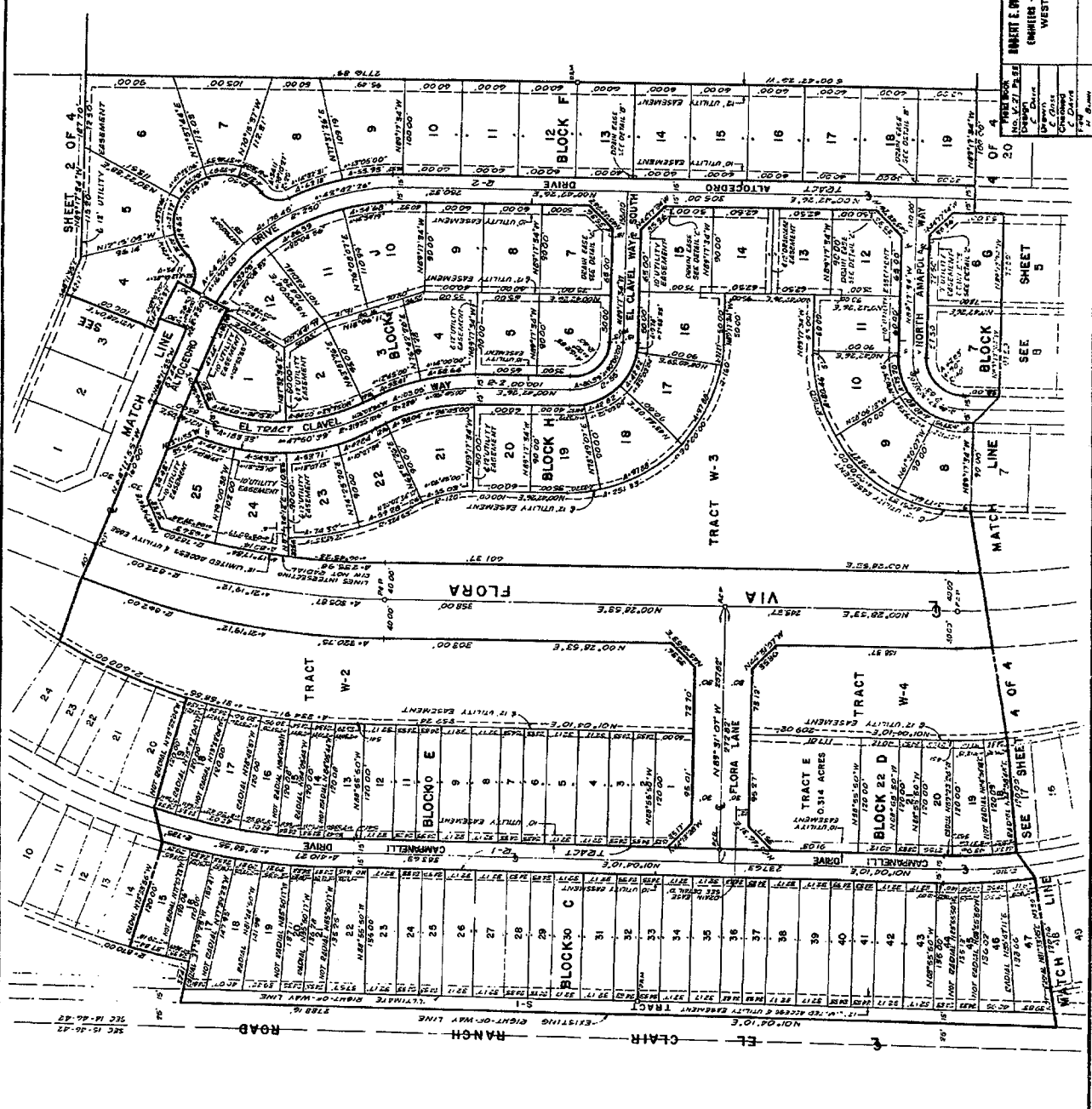


NOTE: ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED

PLAT NO. 1
 DELRAY VILLAS
 IN 4 SHEETS, SHEET 3 OF 4

ERBERT E. PUGH & ASSOCIATES, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 WEST PALM BEACH
 FLORIDA

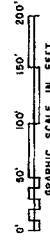
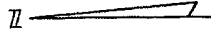
PREPARED BY
 No. 2271 P.E.E.
 Date: 1/25/50
 Checked: [Signature]
 P. O. [Signature]



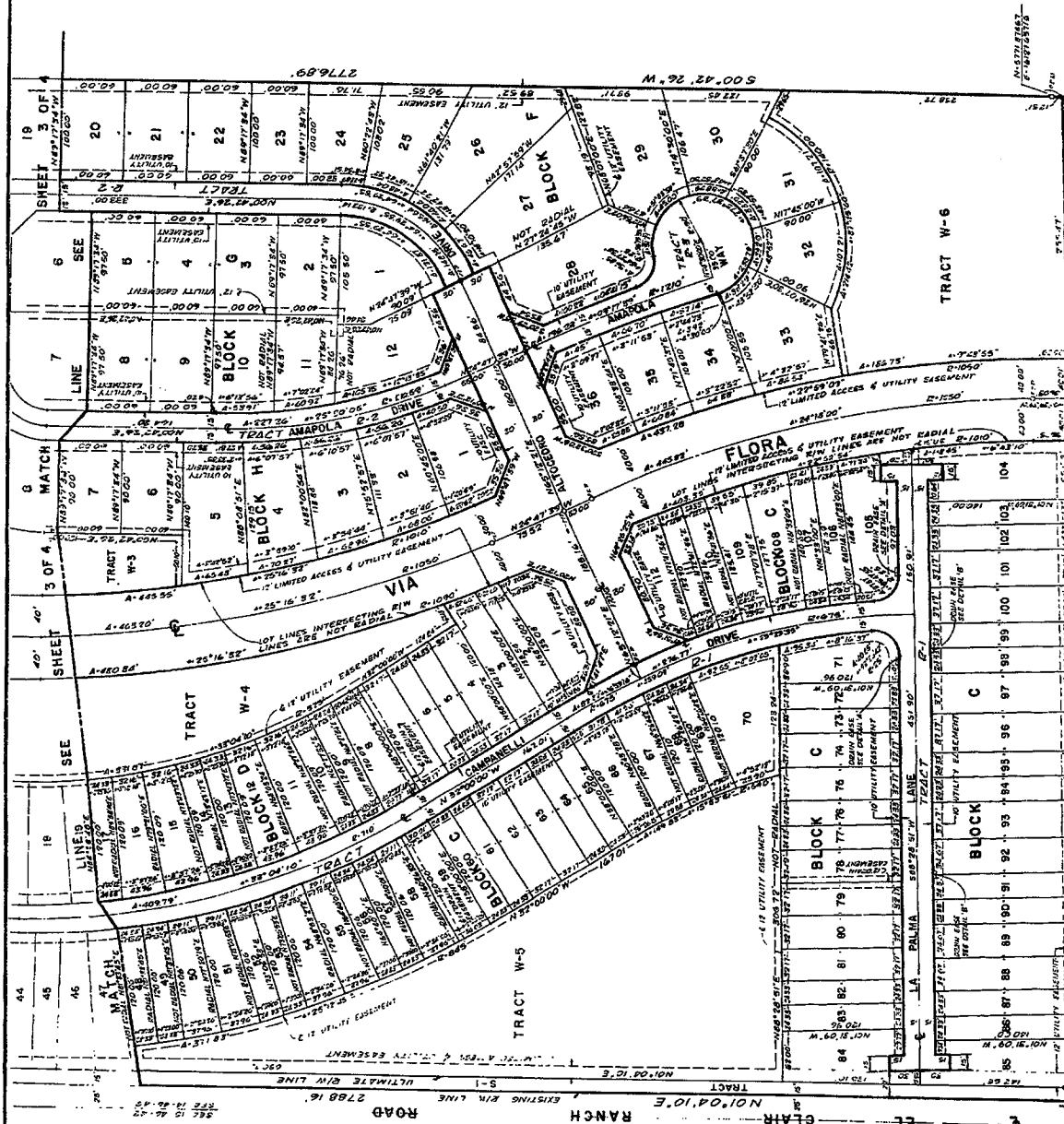
SEC. 18-36-23
 SEC. 18-36-22

SEE SHEET 1 OF 4
 SEE SHEET 2 OF 4
 SEE SHEET 4 OF 4

A PLANNED UNIT DEVELOPMENT
IN VILADELDRAY WEST
PLAT NO. 1
DELRAY VILLAS
IN 4 SHEETS
SHEET 4 OF 4



NOTE: ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED



PLAT NO. 1	50' 75'-1121
DELRAY VILLAS	1" = 50'
IN 4 SHEETS, SHEET 4 OF 4	DESIGNED BY J. DAVIS
	DRAWN BY J. DAVIS
	CHECKED BY J. DAVIS
	DATE 11-19-79

ROBERT L. OWEN & ASSOCIATES, INC.
ENGINEERS - PLANNERS - ARCHITECTS
WEST PALM BEACH
FLORIDA

TRACT W-6
CANAL
L-33
L.W.D.D.
S 88° 28' 51" W

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS RELATING TO:

All of PLAT NO. 1 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 37, Page 4, Public Records of Palm Beach County, Florida, except Tract "A" thereof, (herein the Subdivision and/or Property.)

WITNESSETH:

WHEREAS, Declarant plans to develop the property by constructing residential two-, three-, and four-unit townhouses, patio homes, and cluster homes, as the case may be, on the respective lots therein, and by making certain improvements to the Common Areas as herein provided; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS. As used in this Declaration of Covenants, Conditions and Restrictions (herein Declaration), the following words have the following meanings:

A. ASSOCIATION shall mean and refer to DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto and made a part hereof as Exhibits I and II respectively.

B. BOARD shall mean the Board of Directors of the Association.

C. DECLARANT shall mean CAMPANELLI, INC., a Massachusetts corporation, authorized to do business in the State of Florida, its successors and assigns.

D. LOT shall mean and refer to any lot shown on the plat of PLAT NO. 1 OF DELRAY VILLAS.

E. IMPROVED LOT shall mean a lot upon which there has been constructed a cluster home, patio home or townhouse unit, for which a valid Certificate of Occupancy has been issued by applicable Governmental authority.

F. DWELLING UNIT shall mean and refer to either a cluster home, patio home or townhouse unit as same are permitted and defined in Section 500.21.K.4. - Single Family Design (b)(c) and (d) respectively of the Palm Beach County zoning code.

OFF REC 3032 PG 0542

79 052324

379 MAR 29 AM 9:33

*946 Blvd
2500 E Hallandale Blvd
Hallandale, Fla 33009*

G. LOT OWNER shall mean the holder or holders of the fee title to a lot as herein defined.

H. COMMON AREAS shall mean all real property including any improvements thereto, owned by the Association for the common use and enjoyment of the owners or property which Lot Owners have a right of easement and enjoyment in and to. Said Common Areas consist of the following:

Tracts C-1 through C-4, inclusive; Tract E;
Tracts R-1 through R-3 inclusive, and
Tracts W-1 through W-6 inclusive, all of Plat No. 1 of Delray Villas according to the plat thereof as recorded in Plat Book 37, Page 4, Public Records of Palm Beach County, Florida, except Tract "A" thereof, together with any improvements to be constructed thereon as provided herein, including but not limited to recreational facilities, lakes, open space, private streets and entrance features.

I. INSTITUTIONAL LENDER shall mean and refer to any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any Lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

J. COMMON EXPENSE OR COMMON EXPENSES shall mean:

- (1) Expenses of administration of the Association;
- (2) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (3) Any valid charge against the Subdivision as a whole;

Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

2. RESIDENTIAL USE. All lots are restricted to the use of a single family, its household, servants and guests. Only one dwelling unit may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the Board. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a unit; otherwise no portable buildings or trailers may be placed on a lot. No building shall be enlarged by additions thereto or by screening in of a portion of the improved property or lot or portions thereof enclosed unless and until plans for such work shall have been approved in writing by the Board, which approval shall be granted or withheld at its sole discretion. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

3. OWNERS' EASEMENTS AND ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

4. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the property in the Subdivision has been platted, and the structures to be located thereon designed primarily for the comfort, convenience and

accommodation of retired Persons, the use of all Lots in the Subdivision is hereby limited to permanent residents sixteen (16) years of age or older. No person shall be permitted to reside in the Subdivision who is under the age of sixteen (16) years.

5. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing described Lots; however, notwithstanding this restriction the Declarant and its assigns shall not be prohibited from operating a sales model or office on the described Lots.

6. LAWNS, LANDSCAPING, FENCES, WALLS, HEDGES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, PARKING, HURRICANE OR STORM SHUTTERS AND COLOR OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO WALLS AND ROOFS. All portions of a Lot not occupied by a building or other permanent structure shall be grassed and kept as a lawn. No trees, shrubbery, or other forms of landscaping except that initially installed by Declarant, shall be installed or maintained unless the same shall have first been approved in writing by the Board. The Board may arbitrarily withhold such approval. No walls, fences or hedges except those initially installed by Declarant, shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld. No outdoor clothes drying activities shall be conducted on any of the Lots. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas as to render the contents thereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lots where express prior written approval of the size, shape, content, and location thereof has not been obtained from the Board, which approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall have the right to place such signs upon the subject property as Declarant deems necessary and proper in its sole discretion in connection with the sale by Declarant of Lots and Improved Lots within the Subdivision including resales of the same. Unless prior written approval has been obtained from the Board and the Declarant, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described property. The parking or storage of automobiles and other motor vehicles except upon paved areas is prohibited. The parking or storage of boats and trailers, trucks in excess of one-half ton rated capacity, commercial vehicles, motor homes, campers and travel or other trailers upon any of the foregoing described property is prohibited. No hurricane and storm shutters shall be installed unless the same be of a type approved by the Board. The exterior color of all buildings and improvements upon all lots, including the roofs, shall remain the color initially designated and determined upon the construction of said improvement, provided, however, said color may be changed by an owner with the prior written approval of the Board being first had and obtained. Notwithstanding the foregoing, no improvements may be made to any Lot without the prior written approval by the Board, which approval shall be granted or withheld at their sole discretion.

7. PETS. No more than one (1) dog or cat pet shall be permitted to be kept on an Improved Lot; provided that dog varieties which when fully matured, normally weigh in excess of twenty (20) pounds, may not be kept. All pets shall be kept on a leash when outside the unit. If any pet becomes a nuisance as determined solely by the Board of Directors, the owner of such pet covenants and agrees to dispose of said pet within ten (10) days after written notice from the Board. No pet shall be kept or raised for commercial purposes.

OFF REC 3032 PG 0544

8. MAINTENANCE OF PROPERTY. In order to maintain the standards of the Subdivision:

A. Lawn Maintenance and Spraying. The Association shall maintain, care for and replace all lawns within the Property, accordingly there is hereby reserved in favor of the Association the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for and replacing the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an Improved Lot in the Subdivision is hereby made liable to the Association for his assessed share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (B) shall include mowing, trimming, pruning, edging, fertilizing, spraying and replacing of lawns. In the exercise of its discretion in this regard, the Board shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision. If the Board approves a request by an owner of a Lot to place upon said Lot trees, hedges, vines or other landscaping, the Board may determine to assess said owner an additional assessment for the maintenance of such trees, vines, hedges or additional landscaping or the Board may require the owner of the Lot to maintain such trees, hedges, vines or additional landscaping as it determines in its sole discretion. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined, provided however, the lien provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the Lot.

B. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system, together with irrigation wells and pumps, such system to be constructed over, through and upon all of the Lots and Common Areas, in the Property, accordingly, there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of said Lots, the cost of which is hereby declared to be a common expense of the Association. The owners of Improved Lots in the Subdivision shall be liable to the Association for their assessed share, as hereinafter set forth of such Common Expense including the cost of water distributed by the system on their respective Lots, if any. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

C. Maintenance Obligation of Lot Owners. Each Lot owner shall maintain in good condition and repair the interior and exterior of his townhouse (including, without limitation, walls, paint on walls, windows, doors, shutters, fences, roofs, downspouts) and the party walls including fences shared with other owners and shall keep same in good, safe, clean, neat and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Declarant, its successors or assigns, or the Association or assigns shall have the right to mail a fifteen-day written notice to the property address or the last known address of the Lot Owner, advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Declarant, its successors or assigns or the Association, the right, but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The Declarant, its successors and assigns or the Association shall have the further right to assess the Lot owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effects as

the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

9. COMMON AREAS. The owner of each Improved Lot is hereby made liable to the Association for an equal prorata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

10. ASSESSMENTS. Assessments for the payment of all common expenses shall be made for the calendar year annually, in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots in the following manner:

The 162 lots to be improved with townhouse units - .27287% each.
The 87 lots to be improved with cluster homes - .53039% each.
The 29 lots to be improved with patio homes (except Lot 20,
Block A) - .33275% each.
Lot 20, Block A - .33413%.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then-current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including

reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the rate of ten (10) percent per annum, and the Declarant, its successors or assigns, or the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Assessments assessed against lot owners by Leisureville - Delray Recreation Association, Inc. as provided in paragraph 28 hereof, shall be a common expense as defined in Article I - J (3) and shall be collected by the Association and remitted to the Recreation Association.

11. PARTY WALLS. The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

- A. Each wall which is constructed as a part of the original construction, any part of which is placed on a dividing line between separate Lots, or otherwise divides portions of separate townhouses, one from the other, shall constitute a party wall, and with respect to such wall, each of the adjoining lot owners shall assume the burdens, and be subject to an easement for that portion of a party wall within his unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.
- B. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining owners shall proceed forthwith to rebuild

or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot owners.

- C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.
- D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.
- E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.
- F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

The rights and duties of Lot owners with respect to fences initially installed by Declarant on a Lot line common to two lots shall be governed by the following:

A through F, inclusive above.

12. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.

13. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, its successors or assigns. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this Section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

14. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a Lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

15. ARCHITECTURAL CONTROL. Nothing shall be constructed or installed or changed or modified, altered, or added to on a Lot, including, but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and location of what the lot owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove, within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article will be deemed to have been fully complied with. The Board of Directors as to the matters contained in Paragraphs 2, 6 and 8 which require Board approval delegate the functions of the Board to a Committee to be known as the Architectural Control Committee which shall be composed of three (3) or more representatives appointed by the Board or the Board may act as said Committee.

16. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners, the Declarant, or the Association.

17. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

18. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended

for successive periods of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

19. AMENDMENTS. This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) per cent of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing provisions of this paragraph, this Declaration may only be amended with the written consent of the Declarant until the 31st day of December, 1982, unless said requirement is terminated in writing by the Declarant prior thereto.

20. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. The lien of any type assessment provided for in this Declaration shall be superior to all other liens, except tax liens and institutional first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish such assessments as to payments which became due and payable prior to the date of such sale or transfer. Such sale or transfer shall not relieve such Lot from such liability or any assessment thereafter become due, nor from the Lien from any subsequent assessment.

21. COMMON AREAS - USE. The common areas are to be used solely as water management tracts, recreation areas, private streets and open space pursuant to reasonable rules and regulations promulgated from time to time by the Board of Directors which rules and regulations shall be uniformly applicable to all members.

22. ADDITIONAL ASSESSMENTS. The Association may, upon the recommendation of the Board and 75% vote or written approval of the members, assess the members for such additional purposes as are set forth in the Association's Articles of Incorporation.

23. IMPROVEMENTS TO COMMON AREAS.

Declarant plans to improve Tracts W-1 through W-6 inclusive by excavating same in order to create lakes to afford open space and improve the aesthetics of the subdivision and for purposes of water management.

Declarant plans to improve Tracts R-1 through R-3 inclusive by the construction thereon of paved streets.

Declarant plans to improve Tracts C-1 through C-4 inclusive by landscaping same.

Declarant plans to improve Tract E by the construction thereon of various recreational type structures such as gazebos, swimming pool, pool deck, showers, bathroom facilities, shuffleboard courts and other similar type recreational improvements. The type and number of improvements to be constructed shall be in the sole discretion of and at the election of Declarant. No assessments shall be made for the maintenance of the said Tract E until the improvements have been made and then only for such improvements as are from time to time made.

On December 31, 1982 or when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, whichever event first occurs, Declarant shall convey the common areas as improved to the Association, free and clear of liens and encumbrances and subject only to the terms and provisions of this Declaration. No consideration shall be payable in connection with said conveyance and the Association agrees to accept same.

OFF REC 3032 PG 0550

24. DECLARANT'S GUARANTY. Declarant, its successors and assigns, hereby guarantees that the regular annual assessment for each Improved Lot for one (1) year from the date of the conveyance of the first Lot from Declarant to a Purchaser shall be in the maximum amount of the assessment per Improved Lot as determined by the Board of Directors in the first annual budget adopted by said Board as to the Improved Lots. During the period of said guaranty, the Declarant, its successors or assigns, shall pay the amount of the expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots and during said period, the Declarant shall not be required to pay any specific sum for its share of expenses as to any Lot owned by it, provided, however said Declarant, its successors and assigns, shall pay the deficit during that period. Notwithstanding the Declarant's guaranty, the Declarant, its successors and assigns shall have the right, in its sole discretion, to pay the scheduled, i. e., regular amount of assessments for each Lot owned by it and if there is a deficit, the deficit shall be shared and paid equally by all Lots. This guaranty shall terminate as provided above or upon the election of a majority of the Board of Directors of the Association by the Lot Owners, whichever the sooner. During the period of said guaranty, each Improved Lot not owned by the Declarant shall pay the annual regular assessment in the amount determined by the Board of Directors for the first year in accordance with the terms of this Declaration.

25. EASEMENTS. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the Subdivision plat. Declarant reserves the right to such additional easements in the property as may be needed in connection with the servicing of the Lots or adjoining property owned by Declarant with the same or other services. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the direction of flow of water through drainage channels in the easements.

26. RIGHT TO DECLARANT. Notwithstanding any provisions in this Declaration to the contrary, the Declarant shall have the right, with respect to the development of the property to construct units and other improvements on the Lots without obtaining the approval of the Board of Directors of the Association or the architectural control committee, provided, however that same complies with the minimum applicable building standards and zoning laws of Palm Beach County, Florida.

27. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided, however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

28. LEISUREVILLE - DELRAY RECREATION ASSOCIATION, INC.

Plat No. 1 of Delray Villas is a part of a larger planned unit development known as Villadelray West Planned Unit Development. Declarant, in addition to the development of Plat No. 1 of Delray Villas, is developing additional properties in Villadelray West; said properties shown and located on Sheet 1 of Exhibit "A" attached hereto.

In connection with the development of said properties, Declarant plans to construct a recreation center to be known as Leisureville - Delray

Recreation Center on an approximate 5.87 acre recreation area tract located as shown on Sheet 1 of Exhibit "A". Declarant further plans to incorporate a recreation association to be known as Leisureville - Delray Recreation Association, Inc., a Florida non-profit corporation for the purpose of owning, managing, operating and maintaining the recreation center. All owners of lots in Villadelray West, a Planned Unit Development, (except for lot owners in Plat No. 2 of Delray Villas) shall be members of said association. The owners of Lots in Plat No. 2 of Delray Villas may become members upon executing an instrument subjecting owners respective lots to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions to be recorded by Declarant on the property in said Villadelray West establishing the Leisureville - Delray Recreation Association, Inc. No payment or consideration shall be payable by the Lot Owners in Plat No. 2 of Delray Villas for membership in the Association and their continuing membership shall be subject only to the same covenants, conditions and restrictions as is applicable to unit owners in Plat No. 1 of Delray Villas. The maximum number of lots which shall become subject to said Declaration of Covenants, Conditions and Restrictions shall be 1,400.

The proposed site plan for the Recreation Area is contained on Sheet 2 of Exhibit "A" and the facilities to be constructed on the Recreation Area by Declarant are described and shown on Sheet 3 of Exhibit "A". Declarant plans to commence the construction of said recreation center within nine (9) months from the date of recording of this Declaration of Covenants, Conditions and Restrictions for Plat No. 1 of Delray Villas.

The Declaration of Covenants, Conditions and Restrictions pertaining to the recreation association shall provide that lot owners in Villadelray West, a Planned Unit Development, shall not be assessed until the first month following the completion of the recreation center as evidenced by the issuance of a Certificate of Occupancy for the use thereof. The initial charge shall be in the sum of \$10.00 per lot per month which sum shall be guaranteed by Declarant for a period of three (3) years from the date of the first assessment or until 700 lots are subject to assessment whichever shall first occur. Thereafter, each lot shall be assessed their pro rata share of the required sums budgeted for the continued ownership, operation, maintenance and management of the recreation center.

Declarant reserves the right, in its sole discretion to construct the recreational improvements as shown on Sheet 3 of Exhibit "A" in stages commencing with the pool and the building containing the saunas and dressing rooms as Stage 1, then the building containing the hobby room, card room, setting area, billiard room and game room as Stage 2, and the meeting room as Stage 3. In the event the facilities are constructed in stages, only one third of the total monthly charge shall be payable in connection with the commencement of each respective stage.

Lot owners of lots in Plat No. 1 of Delray Villas become members of said recreation association and by the acceptance of their respective deeds, will have agreed; that his unit shall be subject to the Declaration of Covenants, Conditions and Restrictions to be recorded by Declarant establishing the recreation association; to abide by the rules and regulations of the recreation association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said association in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants, Conditions and Restrictions. The Covenants and Restrictions shall be recorded in the Public Records of Palm Beach County, Florida, prior to Declarant conveying an improved lot to a purchaser from Declarant. The Articles of Incorporation and By-Laws of the homeowners association are available for review by the respective members at the office of the association.

The foregoing constitutes the present planning and intent of Declarant and lot owners shall be subject to the foregoing in the event the recreational area is in fact set aside and the recreational facilities constructed thereon in accordance with the plan. Notwithstanding the foregoing, however, it is specifically understood, covenanted and agreed that nothing contained in paragraph 28 commits or obligates the Declarant to implement the plan, if Declarant, in its sole discretion determines that it is not feasible nor desirable to set aside said recreational area and construct recreational improvements thereon, due to changes in the present economic circumstances.

Membership and Voting Rights in Recreation Association.

The Association shall have two classes of voting membership, Class A and Class B. The number of votes ascribed to each class shall be the same as for Class A and B members herein.

29. ENFORCEMENT. The Declarant, the Association, or any Lot Owner shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants or Restrictions or to recover damages and against the land to enforce any lien created by these Covenants; and failure by the Association, the Declarant, or any Lot Owner to enforce any Covenant or Restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or enforce any lien created by these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover court costs and a reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any Appellate proceeding.

30. PLAT VACATION. The Plat of Plat No. 1 of Delray Villas referred to herein may not be vacated in whole or in part unless the entire plat is vacated.

31. UNIT RECONSTRUCTION. In the event that a unit constructed by Declarant on an improved lot is destroyed or removed by or for any cause, if replaced, shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the destroyed or removed unit.

The recreation association shall also have the powers of a master association and all properties in Villadelray West Planned Unit Development shall be subject to assessment by said association for the purpose of the maintenance of the recreation area and facilities above described, together with any additional common areas in the planned unit development not otherwise maintained by an individual association. Additionally, assessments may be made by said association for the promotion of the health, safety and welfare of the members of said association.

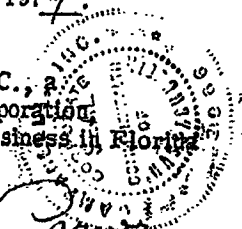
IN WITNESS WHEREOF, the Declarant hereof has caused this instrument to be executed this 20th day of March, A. D. 1979.

Witnesses:

Carolyn A. Daniels
Susan P. Kain

CAMPANELLI, INC.,
Massachusetts corporation,
authorized to do business in Florida

By: John R. Campanelli
Vice President



THE UNDERSIGNED hereby joins in this Declaration for the purposes therein stated.

Witnesses:

Carolyn A. Daniels
Susan P. Kain
(As to President)
Carolyn A. Daniels
Susan P. Kain
(As to Secretary)

DELRAY VILLAS PLAT NO. 1
HOMEOWNERS' ASSOCIATION, INC.


By: Russell Campanelli
President
Attest: Frank Cione
Secretary

OFF REC 3032 PG . 0553

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 20th day of March, A. D. 1979, before me personally appeared John R. Carver as Vice President of CAMPANELLI, INC., a Massachusetts corporation authorized to do business in Florida, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Hallandale, in the County of Broward and State of Florida, the day and year last aforesaid.


Carole A. Davis
Notary Public - State of
Florida


My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) : SS
COUNTY OF)

I HEREBY CERTIFY that on this 20th day of March, A. D. 1979, before me personally appeared Russell Campanelli and Frank Cicione as President and Secretary respectively of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, to me well known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Hallandale, the county of Broward and State of Florida, the day and year last aforesaid.

Carole A. Davis
Notary Public - State of
Florida


My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

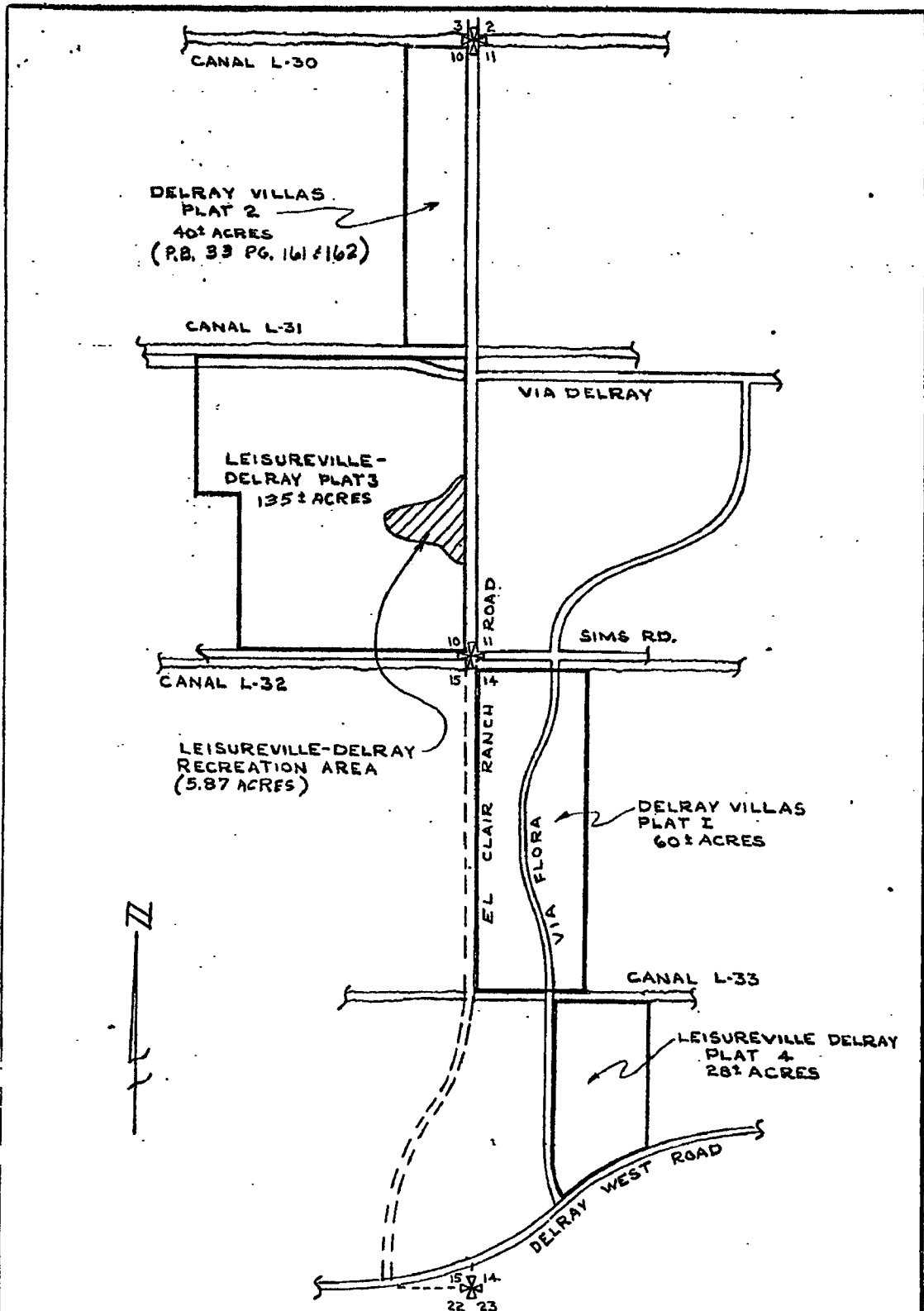
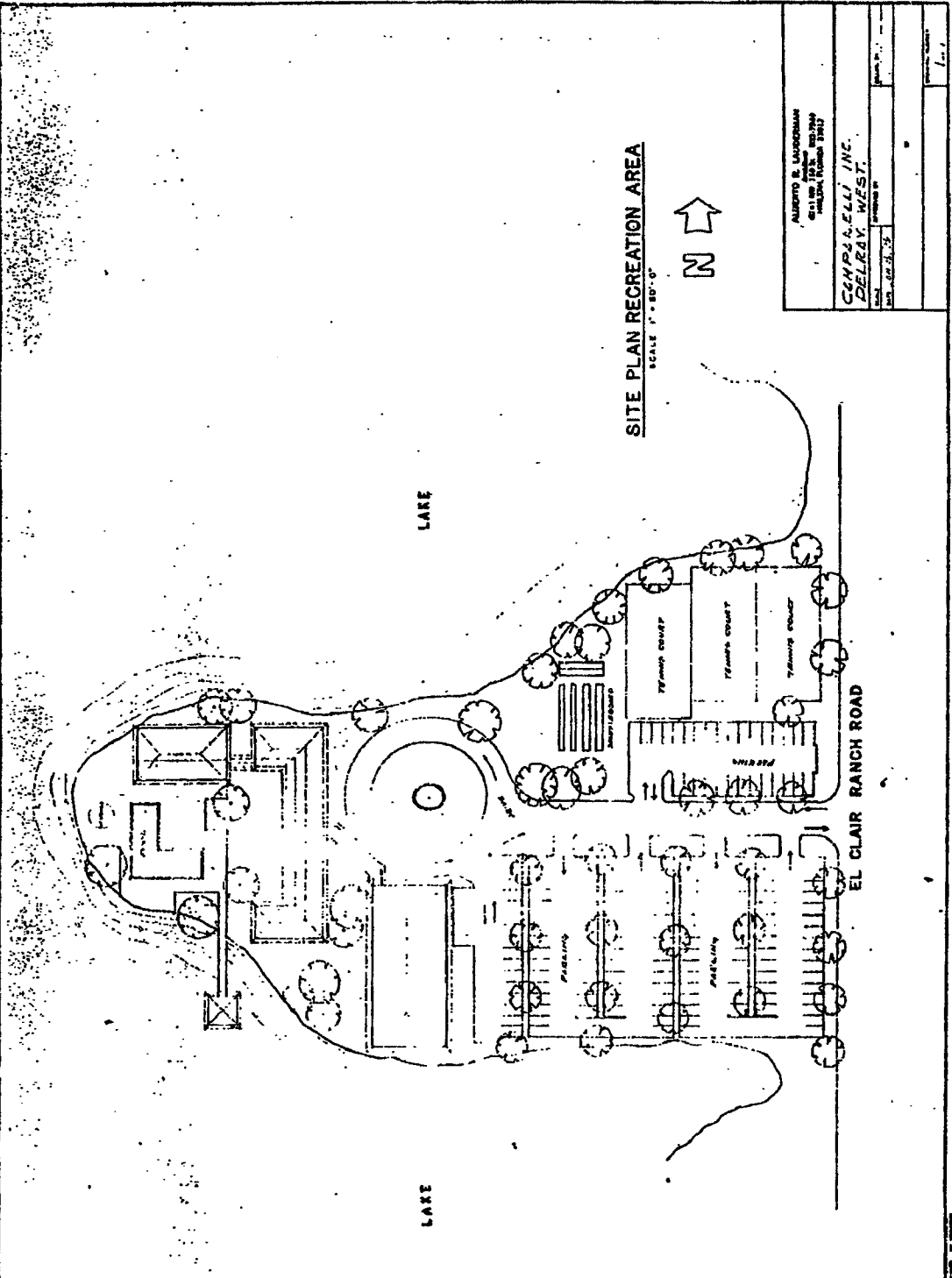


EXHIBIT A
 LEISUREVILLE-DELRAY
 RECREATION AREA
 FOR
 CAMPANELLI INC.

OFF REC 3032 PG .0555

Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	A-23684 File No.
Design	Pg.		1" = 1000' ±	1	
Drawn E.J.T.	Work Order	ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida	Date	Of	3
Checked	No. 78-1209		1-25-79		



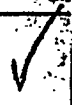
ALBERTO E. LAURICIANI REGISTERED PROFESSIONAL ARCHITECT MEMBER NUMBER 1917	
CAMPANELLI INC. DELRAY, WEST.	
DATE: 01-25-79	PROJECT NO.:
SHEET NO. 2	

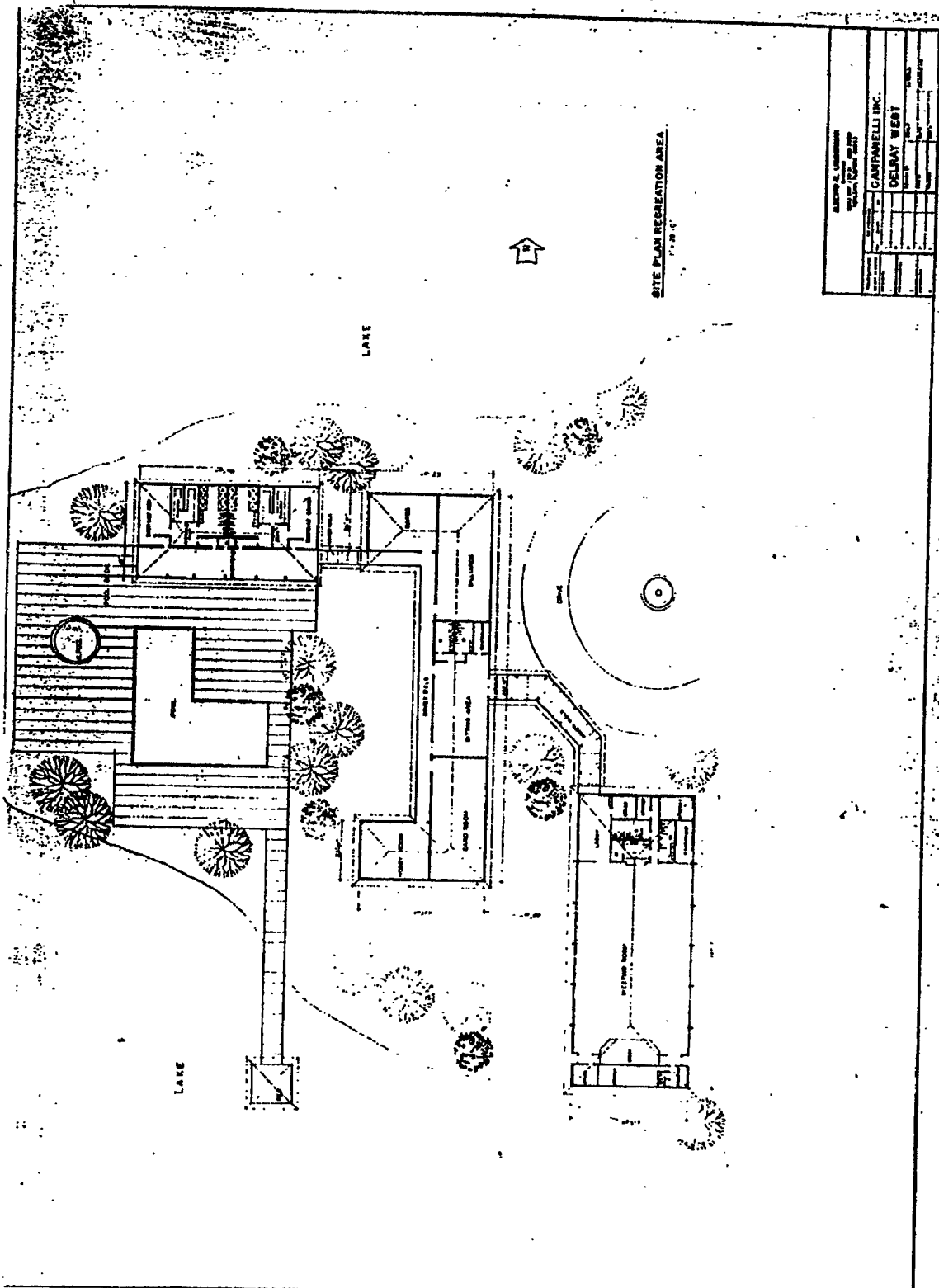
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT A
LEISUREVILLE - DELRAY RECREATION AREA FOR CAMPANELLI INC.

OFF REC 3032 PG 0556

SCALE:	SHEET	FILE NO. A-23664
AS NOTED	2	
DATE	of 3	
1-25-79		





CAMPANELLI INC.	
DELRAY WEST	

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT A
 LEISUREVILLE - DELRAY
 RECREATION AREA
 FOR
 CAMPANELLI INC.

OFF REC 3032 PG . 0557

SCALE:	SHEET	A-23, File N.
AS NOTED	3	
DATE	OF	
1-25-79	3	

ARTICLES OF INCORPORATION

OF

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.

1. NAME.

The name of the Corporation is DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., (herein the Association).

2. PURPOSES.

The Corporation is organized as a Corporation not for profit under the provisions of Chapter 617 of the Florida Statutes. The purposes for which the Corporation is organized are:

A. To provide an entity responsible for the operation of a Subdivision in Palm Beach County, Florida known as PLAT NO. 1 OF DELRAY VILLAS, hereinafter referred to as "Subdivision."

B. To enforce, through appropriate legal means, the Declaration of Covenants, Restrictions, Reservations and Servitudes from time to time impressed upon and running with the lands in the Subdivision.

C. To ensure that the lands in the Subdivision shall remain an area of high standards containing townhouse residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

D. To operate, maintain and control the Common Areas consisting of the recreational areas, water management tracts, private streets, and certain open space.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such building structures, landscaping, paving, street lighting and equipment, both real and personal, related to the health, safety and welfare of the members of the Association, as the Board of Directors by majority vote determines necessary and appropriate and/or convenient, and which seventy-five (75%) percent of the members approve, either by vote at a meeting duly called, or in writing.

Description of the lands in this subdivision is attached hereto as Exhibit "A".

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Lots in the Subdivision. Changes of membership in this Corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Lot and delivery to the Corporation of a certified copy of such instrument, the owner designated by such

Exhibit I

- 1 -

instrument thereby becoming a member of the Corporation. The membership of a prior owner of such Lot shall thereby be terminated. Where any one Lot in the Subdivision is owned by more than one person, firm, individual or Corporation or other legal entity, the composite title holder shall be and constitute one member of membership. Any person, firm, individual, Corporation or legal entity owning more than one Lot shall be as many members as the number of said Lots owned.

4. VOTING RIGHTS.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 with the exception of the Declarant, CAMPANELLI, INC. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Declarant, CAMPANELLI, INC. The Class B members shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1982.

Notwithstanding anything herein contained to the contrary, the Class B member shall have the right to elect all of the directors of the Homeowners Association until said Class B membership ceases in accordance with the foregoing provisions of this Section or upon the voluntary relinquishment of such right by Declarant prior to the earlier of the events above mentioned.

5. TERM.

The existence of the Corporation shall be perpetual.

6. NAMES AND RESIDENCES OF SUBSCRIBERS.

The names of the Subscribers to these Articles of Incorporation are:

RUSSELL CAMPANELLI	2717 N. E. 29th Court Ft. Lauderdale, Florida
CONSTANTINO CICIONE	3601 N. E. 24th Avenue Ft. Lauderdale, Florida
FRANK CICIONE	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

7. DIRECTORS AND OFFICERS.

The affairs of the Corporation shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice-President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph 12 hereof, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreement or who are employed by or own some or all of the proprietary interests in the entity or entities with whom the Corporation enters into such Agreements. Disclosure of any such Agreements by setting forth the same in the Declaration of Restrictions for the Subdivision as initially declared or subsequently redeclared or amended, shall stand as an absolute

confirmation of such Agreements and the valid exercise by the Directors and Officers of this Corporation of the powers pertinent thereto.

8. NAMES OF OFFICERS.

The names of the Officers who are to serve until the first election or appointment are as follows:

RUSSELL CAMPANELLI
CONSTANTINO CICIONE
FRANK CICIONE

PRESIDENT - DIRECTOR
VICE PRESIDENT - DIRECTOR
SECRETARY TREASURER -
DIRECTOR

9. BOARD OF DIRECTORS.

The Board of Directors shall consist of not less than three (3), nor more than five (5) persons initially; the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

RUSSELL CAMPANELLI

2717 N. E. 29th Court
Ft. Lauderdale, Florida

CONSTANTINO CICIONE

3601 N. E. 24th Avenue
Ft. Lauderdale, Florida

FRANK CICIONE

3633 N. E. 24th Avenue
Ft. Lauderdale, Florida

10. BY-LAWS.

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) percent of all the Directors and not less than seventy-five (75%) percent of the members of the Association.

11. AMENDMENT OF ARTICLES.

These Articles of Incorporation may be amended only with the approval of sixty (60%) percent of all the Directors and not less than seventy-five (75%) percent of the members of the Association.

12. POWER.

The Corporation shall have all of the following powers:

A. All of the powers set forth and described in Section 617.021 of the Florida Statutes.

B. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Subdivision intended to provide for the enjoyment, recreation, or other use of benefit of the Unit owners.

C. To contract with a third party for the management of the Subdivision and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

D. To operate and manage the Subdivision in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Restrictions as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration of Restrictions and/or By-Laws.

E. To promulgate rules and regulations concerning the use of the Lots, streets, Common Areas, and facilities in the Subdivision.

F. To fix assessments to be levied against the Lots to defray expenses and costs of effectuating the purposes and objects of the Association and to create reasonable reserves for such expenditures.

G. To charge recipients for services rendered by the Association and the user for use of Association property where it is deemed appropriate by the Board of Directors of the Association.

H. To pay taxes, insurance and other charges, if any, on or against the Common Areas.

I. To exercise all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to the Subdivision, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned.

13. INDEMNIFICATION.

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

14. INITIAL REGISTERED OFFICE AND AGENT.

The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida, 33009, and the name of the initial registered agent of this Corporation is S. LEE CROUCH, whose address is the same as that of the registered office.

WE, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 20th day of MARCH, A. D. 1979.

OFF REC 3032 PG 0561

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]
[Signature]

Russell Campanelli
RUSSELL CAMPANELLI
[Signature]
CONSTANTINO CICIONE
Frank Cicone
FRANK CICIONE

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
RUSSELL CAMPANELLI, CONSTANTINO CICIONE, and FRANK CICIONE,
and acknowledged before me that they executed the above and foregoing Articles
of Incorporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at Hallandale, said County and State this 20 day of MARCH, 1979.

My commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 14, 1980
BORDERED THIS GENERAL USE UNDERWRITERS

[Signature]
Notary Public - State of Florida

OFF REC 3032 PG 0562

Description of All Lands in Subdivision

A certain 62.8372 acres of land lying in the West Three Quarter (W 3/4) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 14, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the point of intersection of a line parallel with and 60 feet southerly from (as measured at right angles to) the North line of said Section 14, said North line of Section 14, being also the South line of PLAT II, VILLADELRAY, as said plat is recorded in Plat Book 30 at Pages 77, 78 and 79, Public Records of Palm Beach County, Florida, with the East line of the West 25 feet of said Section 14; and from said POINT OF BEGINNING run, by the following numbered courses: (Bearings cited herein are in the meridian of the above described PLAT II VILLADELRAY)

- 1) North 89°05'56" East, running along the said parallel line, 975.39 feet, more or less, to a point in the East line of the said west Three Quarters (W 3/4) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 14; thence...
- 2) South 0°42'26" West, running along the said East line of the West Three Quarters (W 3/4) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 14, 2776.89 feet, more or less, to a point in the East-West Quarter Section Line of said Section 14; thence...
- 3) South 88°28'51" West, running along the said East-West Quarter Section Line, 993.38 feet, more or less, to a point in the said East line of the West 25 feet of Section 14; thence...
- 4) North 01°04'10" East, running along the said East line of the West 25 feet of Section 14, 2788.16 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 62.8372 acres.

Exhibit "A"

OFF REC 3032 PG 0563

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48, 091, Florida Statutes, the following
is submitted, in compliance with said Act:

First-- That DELRAY VILLAS PLAT NO. 1 HOMEOWNERS'
ASSOCIATION, INC., desiring to organize under the laws of the
State of Florida, with its principal office, as indicated in the
Articles of Incorporation at City of Hallandale, County of Broward,
State of Florida, has named S. LEE CROUCH
located at 2500 East Hallandale Beach Boulevard, Hallandale, Florida 33009
County of Broward, as its agent to accept service of process within this State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above
stated corporation, at place designated in this certificate, I hereby accept
to act in this capacity, and agree to comply with the provision of said Act
relative to keeping open said office.

By: 

S. LEE CROUCH
(Resident Agent)

OFF REC 3032 PG . 0564

BY-LAWS

OF

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.

1. IDENTITY.

The name of the corporation is DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as "Association", a corporation not for profit organized under the laws of the State of Florida.

The principal office of the corporation shall be located at 2500 East Hallandale Beach Boulevard, Hallandale, Florida, 33009, but the meeting of members and directors may be held at such places within the State of Florida, county of Broward or Palm Beach, as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

2. DEFINITIONS.

All words, phrases, names and/or terms used in these By-Laws shall have the same meaning and be defined and used the same as they are in the Declaration of Covenants, Conditions and Restrictions relating to Plat No. 1 of Delray Villas, (herein Declaration), and the Articles of Incorporation of the Association.

3. MEETING OF MEMBERS.

A. Annual Meetings: The first annual meeting of the Members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at such time and place as might be determined by the Board of Directors. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

B. Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board of Directors of the Association ("Board") or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of both Class A or Class B membership.

C. Notice of Meetings: Written notices of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or the By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from

OFF REC 3032 PG . 0565

time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

E. Voting: At any meeting of Members, the Owners of Units shall be entitled to cast such votes to which they might be entitled as defined in the Articles of Incorporation of the Association. Class A and Class B members shall be as defined in the Articles of Incorporation of the Association.

F. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

G. Order of Business: The order of business at annual members meetings, and as far as practical at other meetings, shall be:

- Calling of the role and certifying of proxies;
- Proof of notice of meetings;
- Reading of Minutes;
- Report of Officers;
- Appointment of Chairman of Inspection of Election;
- Election of Directors;
- Unfinished Business;
- New Business;
- Adjournment.

4. DIRECTORS.

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board from three (3) to nine (9) Directors, who shall be members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and address of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Russell Campanelli	2717 N. E. 29th Court Ft. Lauderdale, Florida
Constantino Cicione	3601 N. E. 24th Avenue Ft. Lauderdale, Florida
Frank Cicione	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

The initial Board herein designated shall serve until the first annual membership meeting, after the Class A membership exceeds that of the Class B

membership vote, at which time the members shall elect three (3) Directors for a term of one (1) years, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one third (1/3) of the Directors for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant, and should said membership resign from the Board, he will be replaced by the Declarant.

B. Removal: Any Director, except the original Directors, or the Director appointed by Declarant in accordance with the above section, may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

C. Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

D. Action Without Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

5. NOMINATION AND ELECTION OF DIRECTORS.

A. Nomination: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

B. Election: Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. MEETING OF DIRECTORS.

A. Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

B. Special Meetings: Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Organizational Meetings: The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

D. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

E. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting, and shall be deemed equivalent to the giving of notice.

F. Joinder in Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

G. Presiding Officer: The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

H. Order of Business: The order of business at Directors' meetings shall be:

Calling of role;

Proof of notice of meeting;

Reading of minutes;

Report of Officers and Committees;

Election of Officers;

Unfinished Business;

New Business;

Adjournment.

7. POWER AND DUTIES OF THE BOARD OF DIRECTORS.

A. Powers: The Board shall have the power to: (a) Adopt and publish rules and regulations governing the use and improvement of the lots, streets, Common Areas and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; (b) Suspend the voting rights of a Member and his right to use recreational areas during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration; (d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; provided, however, that

concurrence in the minutes of the meeting as provided for herein shall constitute presence of said meeting; (e) Employ such employees as they deem necessary and prescribe their duties; and (f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

B. Duties: It shall be the duty of the Board to: (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at an annual meeting of the Members; (b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed; (c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and,

3. Foreclose the lien against any Unit for which assessments are not paid and/or bring an action at law against the owner personally obligated to pay the same; (d) Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (g) Cause the Common Areas to be maintained.

8. OFFICERS AND THEIR DUTIES.

A. Enumeration of Officers: The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

B. Election of Officers: The election of Officers shall take place at the first meeting of the Board following each annual meeting of the members.

C. Term: The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign; or shall be removed, or otherwise be disqualified to serve.

D. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

OFF REC 3032 PG 0569

G. Multiple Officers: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Subparagraph (d) of this section.

H. Compensation: Compensation of all officers and employees of the Association shall be fixed by the Directors, but this provision shall not be deemed to require that compensation be paid to said officers.

I. Duties: The duties of the officers are as follows:

- | | |
|----------------|---|
| President | The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. |
| Vice President | The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. |
| Secretary | The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers requiring such seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board. |
| Treasurer | The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. |

9. COMMITTEES.

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

10. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

OFF REC 3032 PG 0570

11. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Assessment is made. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such actions shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein for any reason.

12. AMENDMENTS.

A. These By-Laws may be amended at a regular meeting of the Members by a vote of sixty (60%) percent of the members voting in person or by proxy.

B. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

C. Provided further, however, that so long as the Declarant owns any Units which are being held for sale in the ordinary course of business, and notwithstanding the fact that Class B membership may have ceased to exist, no amendment may:

1. Interfere with the Declarant's efforts to sell those Units owned by it;
2. Remove the Declarant's right to appoint at least one (1) member to the Board of Directors;
3. Assess the Declarant for capital improvements without his prior written consent.

13. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

14. FISCAL YEAR.

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.,
have hereunto set our hands, this 20th day of March, A. D. 1979.

In the presence of:

[Signature]

Russell Campanelli
RUSSELL CAMPANELLI

[Signature]

Constantino Cicone
CONSTANTINO CICIONE

[Signature]

Frank Cicone
FRANK CICIONE

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and
acting Secretary of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation not for profit, and that the fore-
going By-Laws constitute the original By-Laws of said Association, as duly
adopted at a meeting of the Board of Directors thereof, held on the 19th
day of March, A. D. 1979.

[Signature]
Secretary

OFF REC 3032 PG 0572

Record Verified
Palm Beach County, Fla
John G. Conde
Clerk Circuit Court

Return to:
JEFFREY R. MINER
CROUCH & MINER, P.A.
Attorneys at Law
Penthouse I American Savings Bldg.
2500 East Hallandale Beach Boulevard
P. O. Box 700
Hallandale, Florida 33009

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS RELATING TO:

PLAT NO. 1 OF DELRAY VILLAS according to the plat thereof
as recorded in Plat Book 37, Page 4 of the Public Records of
Palm Beach County, Florida (herein the Subdivision and/or Property).

W I T N E S S E T H :

WHEREAS, CAMPANELLI, INC., a Massachusetts corporation
licensed to do business in the State of Florida, did place of
record that certain Declaration of Covenants, Conditions and
Restrictions relating to the above described property, which
Declaration was filed March 29, 1979, in Official Records Book
3032, Page 542 of the Public Records of Palm Beach County,
Florida, and

WHEREAS, CAMPANELLI, INC. is the owner of all Subdivision
lots at the time of execution of this Amendment, and

WHEREAS, CAMPANELLI, INC. is desirous of amending the
Declaration of Covenants, Conditions and Restrictions as herein-
before described.

NOW, THEREFORE, in consideration of the premises,
CAMPANELLI, INC. declares that the Declaration of Covenants,
Conditions and Restrictions as hereinbefore described is amended
as follows:

(1) Page 5 of the hereinbefore described Declaration
of Covenants, Conditions and Restrictions is hereby deleted in
its entirety and that certain Page 5 attached hereto and made
a part hereof is substituted in its place and stead.

(2) Exhibit 2 to the Declaration of Covenants, Conditions
and Restrictions as hereinbefore described, said Exhibit 2 being
the "DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.
INITIAL BUDGET" is deleted in its entirety and that certain
Exhibit 2 attached hereto and made a part hereof is substituted
in its place and stead.

This Instrument was prepared by:
JEFFREY R. MINER
CROUCH & MINER, P.A.
Penthouse I American Savings Bldg.
2500 East Hallandale Beach Boulevard
P. O. Box 700
Hallandale, Florida 33009

CROUCH & MINER, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

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B3197 P1752

6.00

B3197 P1753

(3) Notwithstanding anything contained in the hereinbefore described Declaration of Covenants, Conditions and Restrictions, the following lots and blocks of PLAT NO. 1 OF DELRAY VILLAS may be improved as follows:

A. Lots 29, 30 and 31, Block E may be improved by the construction thereon of a four-unit townhouse in lieu of three individual patio homes.

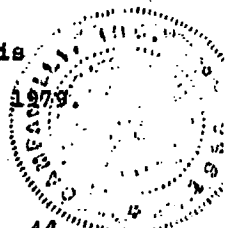
B. Lots 2 through 6 inclusive, Block C may be improved by the construction thereon of a six-unit townhouse in lieu of two individual patio homes and a three-unit townhouse. Three units of the said six-unit townhouse may be constructed on each of Lots 4, 5 and 6, Block C and the remaining three units of said six-unit townhouse may be constructed on Lots 2 and 3, Block C.

C. Lots 3, 4 and 5, Block A may be improved by the construction thereon of a two-unit townhouse in lieu of three individual patio homes.

D. Lots 6, 7 and 8, Block A may be improved by the construction thereon of a two-unit townhouse in lieu of three individual patio homes.

4. Units which are constructed on more than one lot as defined by the hereinbefore described Declaration of Covenants, Conditions and Restrictions may be conveyed by metes and bounds descriptions.

IN WITNESS WHEREOF, CAMPANELLI, INC. has caused this instrument to be executed this 30th day of December, 1979.



Signed, Sealed and Delivered in the Presence of:

[Signature]
[Signature]

CAMPANELLI, INC.

BY [Signature]
Russell Campanelli, Vice Pres.

Attest [Signature]
John R. Carver, Ass't. Sec.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

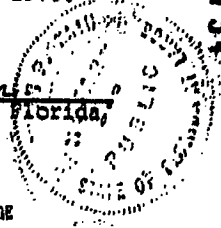
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknow-

ledgments, personally appeared RUSSELL CAMPANELLI and JOHN R. CARVER, as Vice President and Assistant Secretary respectively, of CAMPANELLI, INC., a Massachusetts corporation, and they acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

B3197 P1754

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 1979.

Susan P. Kain
Notary Public, State of Florida,
at Large



My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
M: COMMISSION EXPIRES JULY 14, 1980
BONDED THRU GENERAL INS. UNDERWRITERS

the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

B3197 P1755

9. COMMON AREAS. The owner of each Improved Lot is hereby made liable to the Association for an equal prorata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Areas and for other common expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Areas.

10. ASSESSMENTS. Assessments for the payment of all common expenses shall be made for the calendar year annually, in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots in the following manner:

The 168 lots to be improved with three, four and six-unit townhouses - .25296% each.
The 87 lots to be improved with cluster homes - .49169% each.
The 28 lots to be improved with two-unit townhouses - .50925% each.
The 1 lot to be improved with a patio home - .46669%.

Sums so assessed shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining monthly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

The Declarant for each Improved Lot owned by it and each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs, and reasonable attorney's fees, including

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.

INITIAL BUDGET

INDIVIDUAL UNIT MONTHLY BUDGET

	3,4 & 6 Unit Town- Houses	Cluster Homes	2-Unit Town- Houses	Patio Home
Lawn Maintenance and Care and Sprinkler System (Annual Est. Amt. \$3,475.00 Assessed .25296% as to each unit located in a three, four or six-unit townhouse, .49169% as to each Cluster Home, .50925% as to each unit located in a two-unit townhouse, .46669% as to the patio home. (All other budget items apportioned and assessed equally.)	\$ 8.79	\$17.09	\$17.70	\$16.16
Liability Insurance	.50	.50	.50	.50
Taxes on Common Areas (less Tract E), Roads and Lakes Maintenance and Miscellaneous	6.60	6.60	6.60	6.60
Garbage and Trash Removal	4.00	4.00	4.00	4.00
ESTIMATED TOTAL PER MONTH	\$19.89	\$28.19	\$28.80	\$27.26

B3197 P1756
B3197 P1756

TRACT E COMMON AREA ANNUAL BUDGET

Lawn Maintenance and Fertilizing	\$ 1,000.00
Sprinkler Maintenance	350.00
Electric	1,500.00
Water	1,000.00
Sewer	800.00
Insurance	1,000.00
Pool Maintenance	5,000.00
Pool Heating	5,000.00
Taxes	1,000.00
Management Fee	1,000.00
Legal and Accounting	<u>500.00</u>
	\$18,150.00

\$18,150 ÷ 278 units - \$65.29 per yr. ÷ 12 mo. =	5.44	5.44	5.44	5.44
TOTAL MONTHLY PAYMENT	\$25.33	\$33.63	\$34.24	\$32.70

NOTE - Upon completion of the Leisureville - Delray Recreation Center, improved lot owners shall become a member of Leisureville - Delray Recreation Association, Inc. and will pay the sum of \$10.00 per month to said association for the use of the recreation center for a period of three (3) years commencing from the first of the month following completion. Thereafter, the cost of owning, operating, managing and controlling shall be assessed equally to all lots, subject to the Declaration of Covenants, Conditions and Restrictions establishing Leisureville - Delray Recreation Association, Inc.

Exhibit 2

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

This Special Warranty Deed Made the 11 day of February A. D. 19 81 by

CAMPANELLI INDUSTRIES, INC., a Delaware corporation, hereinafter called the grantor, to

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose postoffice address is 14194 Altocedro Drive Delray Beach, Fl. 33445 hereinafter called the grantee:

Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations;

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Tracts C-1 through C-4, inclusive; Tract E; Tracts R-1 through R-3 inclusive, and Tracts W-1 through W-6 inclusive, all of Plat No. 1 of Delray Villas according to the plat thereof as recorded in Plat Book 37, page 4, Public Records of Palm Beach County, Florida.

Subject to that certain Declaration of Covenants, Conditions and Restrictions Relating to All of PLAT NO. 1 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 37, Page 4, Public Records of Palm Beach County, Florida, except Tract "A" thereof, recorded March 29, 1979, in Official Records Book 3032 at page 542 of the Public Records of Palm Beach County, Florida.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

CAMPANELLI INDUSTRIES, INC. a Delaware corporation

BY: [Signature] Vice President

STATE OF FLORIDA, COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared

JOHN R. CARVER, as Vice President of CAMPANELLI INDUSTRIES, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of February A. D. 1981.

NOTARILY VERIFIED PALM BEACH COUNTY, FLA JOHN B. BUNKLE Clerk Circuit Court Notary Public - State of Florida

This instrument was prepared by:

The instrument prepared by: [Signature] 2211 East ... P.O. Box 117 Hallandale, Florida 33009

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

82 104786

1982 JUL -1 AM 10:59

560 -51

83752 P1178

Checked and limited will call

AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOC., INC.

We, the undersigned NATE BROWN, President and BENJAMIN UMSCHWEIS, Secretary, respectively of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida Corporation not for profit, joined by Campanelli Industries, Inc., a Florida Corporation ("Developer") do hereby certify that the following amendments to the Declaration of Covenants, Restrictions and Easements for Delray Villas were approved by necessary majority of the members of Delray Villas Plat No. 1 Homeowners' Assoc., Inc., at a special meeting of the membership called on November 18, 1981.

KNOW ALL MEN BY THESE PRESENTS

We, the undersigned NATE BROWN, President and BENJAMIN UMSCHWEIS, Secretary, of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida Corporation not for profit, joined by Campanelli Industries, Inc. ("Developer") hereby certify to the following amendments to the Declaration of Covenants, Restrictions and Easements for Delray Villas which amendments were proposed by resolution adopted by the Board of Directors, and said resolution adopted by Board of Directors after vote was approved by the membership of the corporation to become effective nunc-pro-tunc November 18, 1981.

Article 4, Age Limitation of Residents, is hereby deleted and the following paragraphs inserted in its place:

"In recognition of the fact that the property in the Subdivision has been platted and designed primarily for the comfort, convenience and accomodation of retired persons the use of all lots in the Subdivision is hereby limited to homeowners and/or renters and children aged sixteen (16) years or older. No person under the age of sixteen (16) years shall be permitted to reside permanently or as a member of a renter's family in the Subdivision. This does not preclude children under the age of sixteen (16) years from visiting for a period not to exceed sixty (60) days per year."

82 159100

1982 OCT -7 AM 9:24

13.60

B3804 P0924

Article 4 (a) Renters:

- "1. Renter is responsible for abiding by all rules and regulations.
2. Owner is liable for any damages caused by renter to any common areas.
3. No residence shall be rented for more than one period in each fiscal year and not less than a three (3) month period.
4. Owner shall acquaint renters with all Rules and Regulations pertaining to occupancy of residence as outlined in the Declaration of Covenants, Articles of Incorporation and the By-Laws. This also includes the proper use of Pool Tags and the necessity of returning said tags at termination of lease or upon resale of the property.
5. Owner must tender the sum of two hundred (\$200.00) dollars to be held in escrow by the Association to be used in whole or in part toward reimbursing the Association for damage expenses to the common areas, neighboring areas, and any damages incurred by violation of rules. These funds will be placed in an interest-bearing account.
6. Renter MAY NOT sublet the house he is renting, or any portion thereof.
7. All leases must be reviewed and applicants interviewed by the Screening Committee, in person or by telephone.
8. A processing fee of fifty (\$50.00) dollars shall be charged to the homeowner for each rental application.
9. The above items nos. one through six must appear in the renter's lease."

Article 8, Maintenance of Property, is hereby amended in the following manner:

Article 8 (a) Lawn Maintenance and Spraying, the following addendum:

" . . . Any damage by owner, renter or guests to lawn sprinklers on private or common areas shall be the responsibility of the owner."

Article 8 (b) Sprinkler System, the following addendum:

" . . . Any change in the sprinkler system necessitated by the addition of a patio or other approved construction on the lot, will be the responsibility of the owner."

Article 8 (d) On-Street Parking, the following addendum: (this is a new item)

"Overnight on-street parking is prohibited. Violators will be towed away at the owners' expense. The Association, Board of Directors and their agents are hereby relieved of any and all liability for such towing action taken pursuant to this Article."

B3804 P0925

Article 18, Existence and Duration, is hereby deleted and the following paragraph inserted in its place:

"The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of sixty (60%) percent of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part."

Article 19, Amendments, is hereby deleted and the following paragraph inserted in its place:

"This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any Amendment must be recorded in the Public Records of Palm Beach County, Florida."

IN WITNESS WHEREOF we, the undersigned have hereunto set our hands and cause the seal of Delray Villas Plat No. 1 Homeowners' Assoc., Inc. (A Florida Corporation not for profit) to be affixed hereto.

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOC., INC. (a Florida Corporation not for profit)

CAMPANELLI INDUSTRIES, INC. ("Developer")

BY: Nathan Brown
President

BY: Frank P. ...
President

ATTEST: Ben Umschweis
Secretary

ATTEST: Frank P. ...
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

On this day personally appeared before me the undersigned officer duly authorized by the laws of the State of Florida to take acknowledgments, NATE BROWN, President, and BENJAMIN UMSCHWEIS, Secretary, of Delray Villas Plat No. 1 Homeowners' Assoc., Inc., a Florida Corporation not for profit, who acknowledged that they executed the above Amendment as such officers for and on behalf of Delray Villas Plat No. 1 Homeowners' Assoc., Inc., a Florida Corporation not for profit, and that they were duly authorized to do so

WITNESS my hand and seal at Delray Beach, Palm Beach County, Florida this 20 day of September, 1982.

Notary Public, State of Florida at Large
My Commission Expires Jan. 18, 1983
Bonded By American Fire & Casualty Co.

Frank P. ...
Notary Public, State of Florida

FILED
PALM BEACH COUNTY, FLA
JOHN B. HUNKLE
CLERK CIRCUIT COURT

B3804 P0926

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO ALL OF:

PLAT NO 1 of DELRAY VILLAS according to the plat thereof as recorded in Plat Book 37, Page 4, Public Records of Palm Beach County, Florida.

I HEREBY CERTIFY this 16th day of December, 1985, that Articles 4(a) and 19 of the above Declaration of Covenants, Conditions and Restrictions were amended as follows (deletions are indicated by lining through with hypens and additions are indicated by underlining):

Article 4 (a) is amended to read as follows:

RENTERS. The renting of units to others as a regular practice for business, speculative, investment or other similar purposes in not permitted. To meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to rent his unit to a specified renter for period of not less than three (3) consecutive months nor more than twelve (12) months. The Board, in its sole discretion, may approve a hardship lease extension. Such rental agreements shall be processed in accordance with the following procedures:

1. Renter is responsible for abiding by all rules and regulations.

2. Owner is liable for any damages caused by renter to any common areas.

3. No residence shall be rented for more than one period in each fiscal year and not less than a three (3) month period.

4. Owners shall acquaint renters with all rules and regulations pertaining to occupancy of residence as outlined in the Declaration of Covenants, Articles of Incorporation and the By-Laws. This also includes the proper use of the Pool tags and the necessity of returning said tags at termination of lease or upon resale of property.

5. Owner must render the sum of two hundred (\$200.00) dollars to be held in escrow by the Association to be used in whole or in part toward reimbursing the Association for damage expenses to the common areas, and any damage incurred by violation of rules. These funds will be placed in an interest-bearing account.

6. Renter MAY NOT sublet the house he is renting, or any portion thereof.

7. All leases must be reviewed and applicants interviewed by the Screening Committee, in person or by phone.

8. A processing fee of fifty dollars (\$50.00) shall be charged to the homeowner for such rental application.

9. The above items, Nos. 1 through 6 must appear in the renter's lease.

Article 19 is amended to read as follows:

AMENDMENTS. This Declaration may be amended at any time by an instrument signed by with the approval of not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

85 294049

1985 DEC 20 PM 2:40

96
84742 P0332

DELRAY VILLAS PLAT 1
HOMEOWNERS ASSOCIATION, INC.

BY: Lewis Schorr
President

ATTEST: Joseph Gallo
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
16th day of December, 1985, by LEWIS SCHORR,
President of Delray Villas Plat 1 Homeowners Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.



Wayne A. Dechette
NOTARY PUBLIC, State of Florida

My Commission Expires:

12/31/88

This instrument was Prepared by:

DAVID T. JOHN P.A.
151 PALM PLACE - SUITE 402-B
WEST PALM BEACH, FL 33401
CITY AND STATE

bylaw.ame

84742 P0333

RECORDS VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

DAVID ST. JOHN, P.A.
500 Australian Ave South, Suite 800
West Palm Beach, FL 33401
Tel: 305-655-8994

NOV-03-1987 04:23pm 87-322752

ORB 5471 Pg 234

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO:
ALL OF PLAT NO. 1 OF DELRAY VILLAS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for DELRAY VILLAS PLAT NO. 1, was recorded in Official Record Book 3197, Page 1752, Public Records of Palm Beach County, Florida ("Declaration");

WHEREAS, Article 19 of the Declaration provides that the Declaration may be amended with the approval of not less than sixty percent (60%) of the Lot Owners;

WHEREAS the Association has obtained the approval of not less than sixty percent (60%) of the Lot Owners to amend the Declaration in the particulars as set forth in Exhibit "1" attached to this Certificate;

WHEREAS, the Amendment and this Certificate shall be filed and recorded in the Public Records of Palm Beach County, Florida;

NOW, THEREFORE, the aforesaid Declaration be and is hereby amended in the particulars as stated in Exhibit "1" attached hereto; said amendment shall run with the real property known as Delray Villas Plat No. 1 and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and, except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATION OF ADOPTION OF AMENDMENT

WE HEREBY CERTIFY that the attached Amendment was duly adopted as an Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 1 OF DELRAY VILLAS and that, as required by the Declaration, same was approved by not less than Sixty Percent (60%) of the Lot Owners.

DATED this 14th day of Oct, 1987

DELRAY VILLAS PLAT 1
HOMEOWNERS ASSOCIATION, INC.

ATTEST:

Lillian Ross
SECRETARY

By

Victor Gushok
PRESIDENT

The Foregoing Instrument was acknowledged before me
this 14th ^{of October} 1987, by Victor Gushok, as President of Plat
No. 1 of Delray Villas.

Lana T. Searcy
NOTARY PUBLIC

My Commission Expires

NOV 03 1987

"EXHIBIT "1"

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO:
ALL OF PLAT NO. 1 OF DELRAY VILLAS

1. A new Section E of Article 8 shall be added to the Declaration, which shall provide as follows:

The cost of Basic Cablevision is declared a Common Expense and monthly charges for same are to be included in the Monthly Assessment against all the improved lots. Basic Cablevision is understood to be the minimum service hook-up offered by the Cablevision Company which provides that service to the entire Association. The cost of Basic Cablevision is understood to be the cost negotiated by the Association and the Cablevision Company for that service only.

The costs of additional services, including, but not limited to, additional sets and Cable Pay TV stations are to be billed to the individual subscribers for those services and will not be included in the Monthly Assessment.

Sums so assessed for Basic service shall constitute a lien against the improved lot for which the assessment is made.

dvlamend.916

Return to: (enclose self-addressed stamped envelope)

Name

Address

MAR-21-1990 03:54pm 90-081541

ORB 6393 P 93

Property Address Parcel Identification (Folio) Number(s):

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 1 OF DELRAY VILLAS

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions relating to: all of Plat No. 1 of Delray Villas which is recorded in Official Records Book 3197, at Page 1752 of the Public Records of Palm Beach County, Florida.

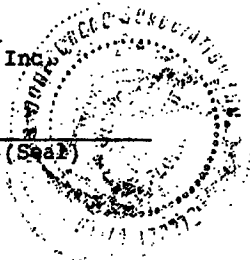
DATED this 9th day of March, 1990.

William J. Robert
Witness

Delray Villas Plat No. 1
Homeowners Association, Inc.

Joseph Galofant
Witness

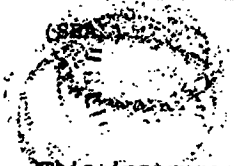
By Emanuel Dublin
President



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

BEFORE ME personally appeared EMANUEL DUBLIN, President of Delray Villas Plat 1 Homeowners Association, Inc., and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 9th day of March, A.D. 1990.



Rylee V. Galofant
Notary Public
State of Florida at Large

My Commission Expires:

This instrument prepared by:
Leon St. John, Esquire
ST. JOHN & KING
500 Australian Avenue So., Suite 800
West Palm Beach, Florida 33401
(407) 655-8994

Notary Public, State of Florida at Large
My Commission Expires June 18, 1990

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS RELATING TO ALL OF
PLAT NO. 1 OF DELRAY VILLAS

There shall be a new Article 4, Section B to the Declaration of Covenants, Condition and Restrictions relating to all of Flat No. 1 of Delray Villas which shall state as follows:

ARTICLE 4 Section B

COMPLIANCE WITH FAIR HOUSING AMENDMENTS ACT OF 1988

The purpose of this Article is to authorize this Association to provide housing primarily intended and operated for occupancy by at least one person 55 years of age or older per unit as required by the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, following the sale, lease, gift, devise or other transfer of a unit, the unit shall not be occupied unless at least one occupant of the unit is 55 years of age or older; and the Association Board of Directors shall have the authority to make improvements, consistent with the Declaration, to the common elements which meet the physical and social needs of older persons and are requirements of the Fair Housing Amendments Act of 1988.

Notwithstanding anything stated to the contrary in this Article, during any period of time in which more than 80% of the total units are occupied by one or more individuals 55 years of age or older, or, in the alternative, during any period of time in which more than 80% of the units newly occupied after September 13, 1988, are occupied by one or more individuals 55 years or older, an owner who becomes an owner by inheritance or devise, or when a unit owner dies and the owner's surviving spouse becomes the owner and sole occupant under age 55, said owner may occupy their units, even though they are under the age of 55; provided, however, that this provision does not allow for occupancy under age 16 as specified in Article 4 of this Declaration.

DV1FHA4.143

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

MAY-07-1990 04:07PM 90-132107

ORB 6444 Pg 1969

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 1 OF DELRAY VILLAS

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions relating to all of Plat No. 1 of Delray Villas, which is recorded in Official Records Book 3032, at Page 542, as amended at Book 4742, at Page 332, of the Public Records of Palm Beach County, Florida.

DATED this 4th day of April, 1989.
MAY 1990

[Signature]
Witness
[Signature]
Witness

Delray Villas Plat No. 1 Homeowners Association, Inc.

By: [Signature]
~~Emmanuel Dublin~~ WILLIAM ARBEITMAN
ACTING President (Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

BEFORE ME personally appeared WILLIAM ARBEITMAN ACTING ~~Emmanuel Dublin~~, President of Delray Villas Plat No. 1 Homeowners Association, Inc., and known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 4th day of May, A.D. ~~1989~~. 1990
(SEAL)

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

This instrument prepared by:
Leon St. John, Esquire
ST. JOHN & KING
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

Notary Public, State of Florida
My Commission Expires: Jan 18, 1990

"EXHIBIT 1"

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO ALL OF PLAT NO. 1
OF DELRAY VILLAS

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicated deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

Article 4a Renters. ~~The renting of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. To meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors may grant permission to an owner to rent his unit to a specified renter for a period of not less than three (3) consecutive months nor more than twelve (12) months. The Board, in its sole discretion, may approve a hardship lease extension. Such rental agreements shall be processed in accordance with the following procedures:~~

In recognition of the fact that the property in the Subdivision has been platted and designed primarily for the comfort, convenience and accommodation of retired persons, the use of all lots in the Subdivision is hereby limited to homeowners and/or renters and children aged sixteen (16) years of age or older.

1. No person under the age of sixteen (16) years shall be permitted to reside permanently or as a member of a renter's family in the Subdivision. This does not preclude children under the age of sixteen (16) years from visiting for a period not to exceed sixty (60) days per year.

~~2.~~ 2. Renter is responsible for abiding by all rules and regulations.

~~3.~~ 3. Owner is liable for any damages caused by renter to any common areas.

~~4.~~ 4. No residence shall be rented for more than one period in each fiscal year and not less than a three (3) month period.

4- 5. Owners shall acquaint renters with all rules and regulations pertaining to occupancy of residence as outlined in the Declaration of Covenants, Articles of Incorporation and the By-Laws. This also includes ~~the proper use of the Pool tags and the necessity of for returning said tags any and all keys at the termination of the lease or resale of property.~~

5- 6. Owner must tender the sum of two hundred (\$200) dollars to be held in escrow by the Association for damage expenses to the common areas, neighboring areas, and any damage incurred by violation of rules. These funds will be placed in an interest-bearing account.

6- 7. Renter MAY NOT sublet the house he is renting, or any portion thereof.

7- 8. All leases must be approved ~~reviewed~~ and applicants interviewed by the Screening Committee, prior to signing any agreement. The leases must be reviewed by the Screening Committee, in person or by phone.

8- 9. A processing fee of fifty (\$50) dollars shall be charged to the homeowner for each rental application.

9- 10. The above items nos. one through ~~six~~ seven must appear in the renter's lease.

0221014.233

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

JUN-10-1993 9:37am 93-179478
ORB 7747 Pg 582
STANDARD REGISTRATION SERVICE

RETURN TO:

Steven D. Rubin, Esq.
980 North Federal Highway, Suite 311
Boca Raton, Florida 33432

**CORRECTIVE CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS
RELATING TO ALL OF:**

PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida.

WHEREAS, the Declaration of Covenants, Conditions and Reservations of Plat No. 1 of Delray Villas has been duly recorded in Official Record Book 3032, at page 0542 of the Public Records of Palm Beach County, Florida, as amended from time to time; and

WHEREAS, an instrument signed by not less than sixty percent (60%) of the lot owners amended the Declaration, and the Amendment was recorded in Official Record Book 4742, Page 0332, of the Public Records of Palm Beach County, Florida. However, when the Certificate of Amendment was recorded, certain language of Article 19 was not hyphenated to evidence a deletion of text, and this Corrective Certificate has been executed to evidence the correct deletion of the text of Amended Article 19.

NOW THEREFORE, the undersigned hereby certify that the following Amendment to the Declaration of Covenants, Conditions and Restrictions, was amended by the Membership, which upon its recording in the Public Records of Palm Beach County, Florida, shall become effective and shall be a covenant which runs with the lands known as:

PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida.

Article 19 of the Declaration of Covenants and Restrictions was amended to read as follows:

AMENDMENTS. This Declaration may be amended at any time by an instrument signed by with the approval of not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto this 24th day of May, 1993, at Delray Beach, Palm Beach County, Florida.

DELRAY VILLAS PLAT 1
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

By: [Signature]
President

Attest: [Signature]
Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th
day of May 1993, by Annis Adams who personally appeared
before me and

(please check one)
 is (are) personally known to me OR
 has (have) produced _____ as
identification and he/she/they
(please check one)
 did take an oath
 did not take an oath.

My Commission Expires:

Thyllis V. Goldfarb
Notary Public



NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JUNE 10, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th
day of May 1993, by Lillian Ross who personally appeared
before me and

(please check one)
 is (are) personally known to me OR
 has (have) produced _____ as
identification and he/she/they
(please check one)
 did take an oath
 did not take an oath.

My Commission Expires:

Thyllis V. Goldfarb
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JUNE 10, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RETURN TO:

Steven D. Rubin, Esq.
980 North Federal Highway, Suite 434
Boca Raton, Florida 33432

CERTIFICATE OF AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS

RELATING TO ALL OF:

PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida

AND

TO THE BY-LAWS

OF

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS'
ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT

WHEREAS, the Declaration of Covenants, Conditions and Reservations of Plat No. 1 of Delray Villas ("Declaration") has been duly recorded in Official Record Book 3032, at page 0542 of the Public Records of Palm Beach County, Florida, as amended from time to time; and

WHEREAS, at duly called and noticed meeting of the Board of Directors of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation, Resolutions to adopt Amendments to the aforementioned Declaration and By-Laws were passed pursuant to the provisions of said Documents; and

WHEREAS, at a duly called and noticed meeting of the Membership of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation held on October 12, 1993, the aforementioned Declaration and By-Laws were amended pursuant to the provisions of said Documents.

NOW THEREFORE, the undersigned hereby certify that the following Amendments to the Declaration of Covenants, Conditions and Restrictions and By-Laws, were amended by the Membership, which upon their recording in the Public Records of Palm Beach County, Florida, shall become effective and shall be covenants which run with the lands known as:

PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida.

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY "---"; UNAFFECTED TEXT INDICATED BY "...")

1. An amendment to Article 4A, paragraph (4) of the Declaration as follows:

4. No residence Lot shall be rented for more than one-(1) period once in each-fiscal-year any twelve month period and for not less than a three (3)month period. A twelve (12) month period commences as of the date of occupancy of the tenant as provided in the

approved lease agreement.

2. An amendment to Article 4A, paragraph (8) of the Declaration as follows:

~~8. All leases must be approved by the Screening Committee, prior to signing any agreement. The leases must be reviewed by the Screening Committee, in person or by phone. No lease shall be valid unless the proposed lease agreement and all proposed tenants are approved by the Association's Screening Committee which shall be comprised of not less than three (3) Association members appointed by the Board of Directors. Members of the Screening Committee shall serve at the pleasure of the Board. An Association member desiring to lease his/her Lot must file a written application with the Association Secretary on a form provided by the Association together with the processing fee and proposed written and signed lease agreement. No oral lease agreements shall be approved. Within thirty (30) days of the Association's receipt of the completed lease application and such other supplemental information as the Association may reasonably request, the Screening Committee shall either approve or deny the proposed lease. No lease shall be approved until the proposed tenants are interviewed, either in person or by telephone, by the Screening Committee. Occupancy of the lot by any proposed tenant prior to lease approval by the Screening Committee is prohibited. If the Screening Committee fails to either approve or deny the lease application within thirty (30) days of the receipt of the application by the Association, the lease application shall be deemed approved.~~

3. An amendment to Article 4A, paragraph (9) of the Declaration as follows:

9. A processing fee of fifty (\$50.00) dollars shall be charged to the homeowner for each rental application. The processing fee must be paid when the lease application is submitted to the Secretary of the Association.

4. An Amendment to Article 12 and Article 13 of the Declaration as follows:

12. ASSOCIATION MEMBERSHIP. Every owner of a Lot as defined herein shall automatically become a member of the Association. ~~When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by the owner thereof designated in a certificate filed with the Association and signed by all persons owing an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. Notwithstanding the foregoing, Declarant, its successors and assigns, shall not be required to file such a certificate in order to vote its votes.~~

13. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members as defined in Section 3 of the Articles of Incorporation with the exception of Declarant, its successors assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. If the owners of a Lot cannot determine among themselves which one of them shall cast the vote, the

vote of such owners shall not be considered for any purpose except in determining the requirement for a quorum. If a lot is not owned by a natural person, the vote shall be cast by one officer or director of the legal entity.

5. An amendment to Article 3, paragraph (A) of the By-Laws, as follows:

A. Annual Meetings: The first annual meeting of the Members shall be held on or before one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held ~~on the same day of the same month in December~~ of each year thereafter, on a day and at such time and place as might shall be determined by the Board of Directors at a duly noticed Board Meeting held not less than thirty (30) days prior to the regular annual meeting. If the day for an annual meeting is a legal holiday, the meeting will be held the first day following which is not a legal holiday.

6. An amendment to Article 3, paragraph (D) of the By-Laws, as follows:

D. QUORUM: The presence at the meeting of Members entitled to cast, or of secret absentee ballots cast or proxies entitled to cast, fifty percent (50%) plus one (1) of the combined votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles, the Declaration or the By-Laws. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

7. An amendment to Article 3, paragraph (F) of the By-Laws, as follows:

F. Proxies and Absentee Ballots: At all meetings of Members, each Member may vote in person by secret ballot, or by proxy, or by secret absentee ballot. All proxies and secret absentee ballots shall be in writing and ~~filed with~~ delivered to the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

8. An amendment to Article 5, paragraph (A) of the By-Laws, as follows:

A. Nomination: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee members shall be appointed by the Board of Directors prior to each annual meeting and they shall serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

9. An amendment to Article 5, paragraph (B), of the By-Laws, as follows:

B. Election: Election to the Board shall be by secret

written ballot. At such election, the Members, in person or by secret absentee ballot, or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto this 26th day of October, 1993, at Delray Beach, Palm Beach County, Florida.

DELRAY VILLAS PLAT 1
HOMEOWNERS ASSOCIATION, INC.

John J. Notari
Witness

Harold J. Marsh
Witness

Witness

Witness

By: Lewis Schorr
Lewis Schorr, President

Attest: Lillian Ross
Lillian Ross, Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

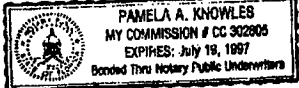
The foregoing instrument was acknowledged before me this 26th day of October 1993, by Lewis Schorr, who personally appeared before me and
(please check one)

is (are) personally known to me OR
 has (have) produced Florida Driver License as identification and he/she/they
(please check one)

did take an oath
 did not take an oath.

My Commission Expires:

Pamela A. Knowles
Notary Public



STATE OF FLORIDA
COUNTY OF PALM BEACH

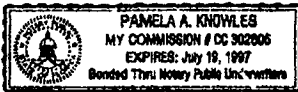
The foregoing instrument was acknowledged before me this 26th day of October 1993, by Lillian Ross who personally appeared before me and
(please check one)

is (are) personally known to me OR
 has (have) produced Florida Driver License as identification and he/she/they
(please check one)

did take an oath
 did not take an oath.

My Commission Expires:

Pamela A. Knowles
Notary Public



MAR-15-1996 11:33am 96-087808
ORB 9167 Pg 389
MAR 15 1996 11 33 AM

RETURN TO:

Steven D. Rubin, Esq.
980 North Federal Highway, Suite 434
Boca Raton, Florida 33432

**CERTIFICATE OF AMENDMENTS TO THE
ARTICLES OF INCORPORATION
and
BY-LAWS**

RELATING TO ALL OF

**PLAT NO. 1 OF DELRAY VILLAS, according to the Plat thereof as recorded in Plat
Book 37, Page 4, of the Public Records of Palm Beach County, Florida**

OF

**DELRAY VILLAS PLAT NO. 1 HOMEOWNERS'
ASSOCIATION, INC., A FLORIDA CORPORATION
NOT-FOR-PROFIT**

WHEREAS, the Declaration of Covenants, Conditions and Reservations of Plat No. 1 of Delray Villas ("Declaration") has been duly recorded in Official Record Book 3032, at page 0542 of the Public Records of Palm Beach County, Florida, as amended from time to time; and

WHEREAS, at duly called and noticed meeting of the Board of Directors of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation, Resolutions to adopt Amendments to the aforementioned Articles of Incorporation and By-Laws were passed pursuant to the provisions of said Documents: and

WHEREAS, at a duly called and noticed meeting of the Membership of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation held in December, 1985, the aforementioned Articles of Incorporation and By-Laws were amended pursuant to the provisions of said governing Documents. However, as a result of a clerical error, these Amendments were not recorded with the other Amendments which were recorded in Official Record Book 4742, Page 332, of the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the undersigned hereby certify that the following Amendments to the Articles of Incorporation and By-Laws were amended by the Membership, which upon their recording in the Public Records of Palm Beach County, Florida, shall become effective and shall be covenants which run with the lands known as:

PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida.

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY "--"; UNAFFECTED TEXT INDICATED BY "...")

1. An amendment to Article 10, of the Articles of Incorporation, as follows:

10. BY-LAWS.

The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended only with the approval of sixty (60%) percent of all the Directors and not less than ~~seventy-five (75%)~~ percent of the members of the Association.

2. An Amendment to Article 11 of the Articles of Incorporation as follows:

11. AMENDMENT OF ARTICLES.

These Articles of Incorporation may be amended only with the approval of sixty (60%) percent of all the Directors and not less than ~~seventy-five (75%)~~ percent of the members of the Association.

3. An Amendment to Article 4(A.) of the By-Laws as follows:

4. DIRECTORS

A. Selection; Number; Term: The affairs of this Association shall be managed by a Board of nine (9) full-time Directors, and two (2) part-time Directors for a total of eleven (11) Directors, who shall be members of the Association. At each Annual Meeting, the members shall elect three Directors who shall be full-time residents for a term of three (3) years and two (2) part-time Directors who shall serve a term of one year. The Two (2) part-time Directors shall

be nominated and elected from among the part-time residents and will serve with authority to participate and vote on all association matters during their period of residence in the community.

A "part-time" resident" is defined as an owner who resides in Delray Villas Plat No. 1 less than ten months per calendar year, provided, however, that if no part-time resident agrees to serve as a Director, all five Directors elected may be full-time residents. For the purpose of determining a quorum at Board meetings, part-time resident Directors shall only be counted during those periods of time they are in residence at Delray Villas Plat No. 1. from three (3) to nine (9) Directors, who shall be Members of the Association, except that until Class B membership has ceased and has been converted to Class A membership, the members of the Board need not be members of the Association and the initial Board of Directors shall be comprised of three (3) persons. The names and address of the persons who shall serve as Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Russell Campanelli	2717 N. E. 29th Court Ft. Lauderdale, Florida
Constantino Cicione	3601 N. E. 24th Avenue Ft. Lauderdale, Florida
Frank Cicione	3633 N. E. 24th Avenue Ft. Lauderdale, Florida

The initial Board herein designated shall serve until the first annual membership meeting after the Class A membership exceeds that of the Class B membership vote, at which time the members shall elect three (3) Directors for a term of one (1) years, three (3) Directors for a term of two (2) years, and three (3) directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect one third (1/3) of the Directors for a term of three (3) years. Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant and should said membership resign from the Board, he will be replaced by the Declarant.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto this 27th day of Feb., 1996.

DELRAY VILLAS PLAT NO. 1 HOMEOWNERS ASSOCIATION, INC., a Florida not for Profit corporation.

Louis Reich
Witness

LOUIS REICH
Print name of Witness

Barbara Reich
Witness

BARBARA REICH
Print name of Witness

Louis Reich
Witness

LOUIS REICH
Print name of Witness

Barbara Reich
Witness

BARBARA REICH
Print name of Witness

Barbara Reich
Witness

BARBARA REICH
Print name of Witness

By: Litzi S. Marsh
Litzi S. Marsh, President

Attest: Lillian Ross
Secretary

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF PALM BEACH

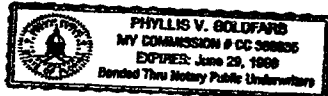
The foregoing instrument was acknowledged before me this 27th day of February 1996, by Litzi S. Marsh, President and LILLIAN ROSS, Secretary, respectively of Delray Villas Plat No. 1 Homeowners Association, Inc. who personally appeared before me and (please check one)

is (are) personally known to me OR
 has (have) produced _____ as
identification and he/she/they

(please check one)
 did take an oath
 did not take an oath.

My Commission Expires:

Phyllis V. Goldfarb
Notary Public





CFN 20050309076
 OR BK 18612 PG 0397
 RECORDED 05/19/2005 15:39:24
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0397 - 403; (7pgs)

This instrument was prepared by:
 PETER C. MOLLENGARDEN, ESQUIRE
 Becker & Pollakoff, P.A.
 Bank of America Centre
 625 North Flagler Drive, 7th Floor
 West Palm Beach, FL 33401
 (W-C112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND THE ARTICLES OF INCORPORATION AND BYLAWS FOR
 DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions relating to all of Plat No. 1 of Delray Villas according to the plat thereof as recorded in Plat Book 37, Page 4 of the Public records of Palm Beach County, Florida, except Tract "A" thereof, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3032 at Page 542; and

WHEREAS, the Articles of Incorporation and Bylaws for Delray Villas Plat No. 1 Homeowners' Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, held on February 8, 2005, the aforementioned Declaration, Articles of Incorporation and Bylaws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, Articles of Incorporation and Bylaws is a true and correct copy of the amendments as amended by the membership:

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 17 day of MAY, 2005, at Delray Beach, Palm Beach County, Florida.

**DELRAY VILLAS PLAT NO. 1 HOMEOWNERS
 ASSOCIATION, INC.**

Dale R. Michael
 Witness

By: Litzi Marsh
 President

DALE R. MICHAUD
 (PRINT NAME)

Michael D. Plone Sr.
 Witness

Attest: Lillian List
 Secretary

MICHAEL D. PLONE SR.
 (PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 17 day of MAY, 2005, by LITZI MARSH and LILLIAN LIST, as PRESIDENT and SECRETARY respectively, of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Sigrid R. Chiddo (Signature)
SIGRID R. CHIDDO (Print Name)



Notary Public, State of Florida at Large

273697_1.DOC

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO:

All of PLAT NO. 1 OF DELRAY VILLAS according to the plat thereof as recorded in Plat Book 37, Page 4, Public Records of Palm Beach County, except Tract "A" thereof (herein the "Subdivision and/or Property").

1. **Amendment to Section 8 adding a new Section F as follows:**

F. Interior Pest Control. The cost of interior pest control of houses is declared a common expense and charges for it are to be included in the annual assessment against all the improved lots to be paid in quarterly assessments. This service is to be provided at the discretion of the Board of Directors from time to time. Sums so assessed shall constitute a lien against the improved lot for which the assessment is made.

2. **Amendment to Section 10 as follows:**

10. ASSESSMENTS. Assessments for the payment of all common expenses shall be made for the calendar year annually, in advance, on December 1, preceding the year for which the assessments are made. All Common Expenses, except for lawn maintenance and care and sprinkler system maintenance shall be apportioned and assessed equally to the Improved Lots.

Common Expenses for law maintenance and care and sprinkler system maintenance shall be apportioned and assessed to the respective Lots in the following manner:

~~The 162 lots to be improved with townhouse units - .27287% each.
The 87 lots to be improved with cluster homes - .53039% each
The 29 lots to be improved with patio homes (except Lot 20, Block A) -
.33275% each.
Lot 20, Block A - .33413%.~~

The 164 lots to be improved with townhouse units - .263685% each
The 87 lots to be improved with cluster homes - .512537% each
The 22 lots to be improved with patio homes (except Lot 20, Block A) -
.530841% each
Lot 20, Block A - .486480%

Sums so assessed shall constitute a lien against the improved Lots for which the assessment is made. Annual assessments are to be paid on a quarterly basis and are due on the first day of January, April, July and October each year. Such assessments shall be due and payable in twelve (12) monthly installments on January 1st and the first of each month in the year for which the assessments are made. Only Improved Lots

shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first ~~month~~ quarter after the date of the deed of conveyance as to said Lot from the ~~Declarant~~ former owner or its successors and assigns to the first grantee thereof. On default by any Lot owner in the payment of such ~~monthly~~ quarterly installments, within thirty (30) days after the due date thereof, then the Association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the ~~monthly~~ quarterly installments for the then current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining ~~monthly~~ quarterly installments for that year. If an annual assessment is not made as required herein, the assessment for the next ~~month~~ quarter shall be in the same amount as paid in the first preceding ~~month~~ quarter until a new assessment is made by the Board.

~~The Declarant for each~~ Each owner of any Improved Lot ~~owned by it and each owner of any Improved Lot~~, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

~~The P~~personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid ~~within ten (10) days~~ when due, after the delinquency date, the assessment shall bear interest from the due date at the highest rate of ~~ten (10)~~ percent per annum, ~~and the Declarant, its successors or assigns, or and~~ the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the

same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefor; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Assessments assessed against lot owners by ~~Leisureville~~ — Delray Villas Recreation Association, Inc. as provided in paragraph 28 hereof, shall be a common expense as defined in Article I – J(3) and shall be collected by the Association and remitted to the Recreation Association.

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**AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

14. INITIAL REGISTERED OFFICE AND AGENT. ~~The street address of the initial registered office of this Corporation is 2500 East Hallandale Beach Boulevard, Penthouse I, Hallandale, Florida, 33009, and the name of the initial registered agent of this Corporation is S. LEE CROUCH, whose address is the same as that of the registered office.~~ The registered agent of the Corporation is Peter C. Mollengarden, Esquire of Becker & Poliakoff, P.A., 625 North Flagler Drive, 7th Floor, West Palm Beach, Florida 33401, provided, however, said registered agent may be changed from time to time by the Board of Directors of the Corporation.

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AMENDMENT TO THE BYLAWS FOR
DELRAY VILLAS PLAT NO. 1 HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

Section 4. Directors

A. Selection: Number: Term: The affairs of this Association shall be managed by a Board of nine (9) ~~full-time Directors, and two (2) part-time Directors for a total of eleven (11) Directors,~~ who shall be members of the Association. At each Annual Meeting, the members shall elect three (3) Directors who shall ~~be full-time residents for a term of three (3) years and two (2) part-time Directors who shall serve a term of one three (3) years.~~ In the event of any vacancy occurring in the Board of Directors prior to the expiration of the term of office of the vacated seat, the remaining Directors, even if less than a quorum, shall fill such vacancy by a majority vote for the unexpired term of the vacated office. ~~The two (2) part-time Directors shall be nominated and elected from among the part-time residents and will serve with authority to participate and vote on all association matters during their period of residence in the community. A "part-time resident" is defined as an owner who resides in Delray Villas Plat No. 1 less than ten months per calendar year, provided, however, that if no part-time resident agrees to serve as a Director, all five Directors elected may be full-time residents. For the purpose of determining a quorum at Board meetings, part-time resident Directors shall only be counted during these periods of time they are in residence at Delray Villas Plat No. 1.~~

~~Any vacancy on the Board shall be filled for the unexpired term of the vacated office by the remaining Directors; provided, however, that Declarant shall, so long as it is the Owner of any Units in the project and continues to hold said Units for sale in the ordinary course of business, be entitled to designate one (1) member to serve on the Board of Directors, which member may not be removed from the Board except by the Declarant and should said membership resign from the Board, he will be replaced by the Declarant.~~

* * *

Section 11. ASSESSMENTS.

A. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the Association is made. Annual assessments are to be paid on a quarterly basis and are due on the first day of January, April, July and October each year. Any assessments which are not paid when due and payable shall be delinquent, and the assessment shall bear interest from the date of delinquency at the highest rate of ten (10%) percent per annum allowed by law from time to time. The Association may bring an action at law against the Owner personally obligated to pay

the same or foreclose the lien against the Unit. Interest, costs, and reasonable attorneys' fees, and costs and attorneys' fees on appeal, incurred in any such action or actions shall be added to the amount of such the assessment. No Member may waive or otherwise escape liability for the assessments provided for herein for any reason.

B. Annual assessments not received by the last day of January, April, July and October shall incur a twenty-five dollar (\$25.00) late fee, and special assessments not paid within thirty (30) days of the due date shall also incur a twenty-five dollar (\$25.00) late fee. The late fee shall apply to each month in which payment is not made and continues to be delinquent. For example, and for purposes of illustration only, if annual assessments due January 1st are not paid by the end of January, a late fee of twenty-five (\$25.00) dollars shall be imposed, and if such annual assessments are not paid by the end of February, an additional twenty-five dollar (\$25.00) late fee shall be imposed, which late fee shall be imposed for each month payment continues to be delinquent. Late fees or charges shall be added to the amount of any delinquent assessment, in addition to interest, costs and reasonable attorneys' fees, and costs and attorneys' fees on appeal

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 OR BK 19674 PG 0031
 RECORDED 12/15/2005 15:26:57
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pg 0031; (1pg)

This instrument was prepared by:
 PETER C. MOLLENGARDEN, ESQUIRE
 Becker & Pollakoff, P.A.
 Bank of America Centre
 825 North Flagler Drive, 7th Floor
 West Palm Beach, FL 33401
 (W-C112)

**CORRECTIVE CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND BYLAWS FOR DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions relating to all of Plat No. 1 of Delray Villas according to the plat thereof as recorded in Plat Book 37, Page 4 of the Public records of Palm Beach County, Florida, except Tract "A" thereof, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3032 at Page 542; and

WHEREAS, a Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and Bylaws, was recorded in Official Records Book 18612 at Page 0397, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the aforementioned Certificate of Amendment contains the following typographical errors:

1. Amendment to Section 10 of the Declaration – Second paragraph, first line, fourth word - should be changed from "law" to "lawn".
2. Amendment to Section 10 of the Declaration – Fifth paragraph, twelfth line, fifth word - should be changed from "filling" to "filling".
3. Amendment to Section 11 of the Bylaws – Section A, third line, eighth word - should be changed from "Association" to "assessment".

NOW, THEREFORE, the undersigned files this Corrective Certificate of Amendment and certifies that the aforementioned Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions and Articles of Incorporation and Bylaws for Delray Villas Plat No. 1 Homeowners' Association, Inc. is hereby corrected, ratified and reaffirmed.

WITNESS my signature hereto this 15 day of November, 2005, at Delray Beach, Palm Beach County, Florida.

**DELRAY VILLAS PLAT NO. 1 HOMEOWNERS
 ASSOCIATION, INC.**

By: Litzi Marsh President

Attest: Delaine Pierre-Louis Secretary

[Signature]
 Witness
Mustapha Abdal
 (PRINT NAME)

[Signature]
 Witness
Andrew Klein
 (PRINT NAME)

STATE OF FLORIDA :
 COUNTY OF PALM BEACH :



The foregoing instrument was acknowledged before me this 15 day of November 2005, by Lillian A. List and Litzi S. Marsh, as S. Secretary and President respectively, of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

[Signature] (Signature)
Delaine Pierre-Louis (Print Name)

Notary Public, State of Florida at Large

282068_1.DOC



CFN 20090059484
OR BK 23090 PG 1019
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1019 - 1023; (5pgs)

THIS INSTRUMENT PREPARED BY (RETURN TO):
Kenneth S. Direktor, Esq.
BECKER & POLIAKOFF, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Delray Villas Plat No. 1 Homeowners' Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, 14312 Campanelli Drive, Delray Beach, Florida, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on March 20, 1979, the Association having been organized for the purpose of operating and administering the community known as Delray Villas Plat No. 1, pursuant to the recorded covenants pertaining thereto which were filed of record on March 29, 1979 at Official Records Book 3032, Page 0542, et. seq., of the Public Records of Palm Beach County, Florida, as it may be amended in accordance with the terms, provisions and conditions thereof.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as composite Exhibit "A".

3. The lands affected by this Notice are depicted and legally described as follows:

All of PLAT NO. 1 of DELRAY VILLAS, according to the Plat thereof as recorded in Plat Book 37, Page 4, of the Public Records of Palm Beach County, Florida.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the Declaration of Covenants, Conditions and Restrictions for Delray Villas Plat No. 1 Homeowners' Association, Inc., recorded on March 29, 1979, at Official Records Book 3032, Page 0542,

et. seq., of the Public Records of Palm Beach County, Florida; and as amended on December 19, 1979, at Official Records Book 3197, Page 1752, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on February 25, 1981, at Official Records Book 3470, Page 0036, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on October 7, 1982, at Official Records Book 3804, Page 0924, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on December 20, 1985, at Official Records Book 4742, Page 0332, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on November 3, 1987, at Official Records Book 5471, Page 234, et. seq., of the Public Records of Palm Beach County; and as amended on March 21, 1990, at Official Records Book 6393, Page 93, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on May 7, 1990, at Official Records Book 6444, Page 1969, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on June 10, 1993, at Official Records Book 7747, Page 582, et. seq., of the Public Records of Palm each County; and as amended on November 4, 1993, at Official Records Book 7965, Page 123, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on March 15, 1996, at Official Records Book 9167, Page 389, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on May 19, 2005, at Official Records Book 18612, Page 397, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on December 15, 2005, at Official Records Book 19674, Page 31, et. seq., of the Public Records of Palm Beach County, Florida.

Dated this 5th day of FEBRUARY, 2009.

**DELRAY VILLAS PLAT NO. HOMEOWNERS'
ASSOCIATION, INC.**

Kathy Louine
Witness Signature

BY: Thomas J. Mc Cormy
President

Kathy Louine
Printed Name

[Signature]
Witness Signature

ATTEST: [Signature]
Secretary

Ethel [Signature]
Printed Name

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STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of February, 2008~~9~~ by TIMOTHY S. MCCANN, as President and ESTELLE APOSTOL, as Secretary of DELRAY VILLAS PLAT NO. 1 HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Martha S. Belcher

Printed Name Martha S. Belcher
State of Florida

My Commission Expires:



**STATEMENT OF
MARKETABLE TITLE ACTION**

Delray Villas Plat No. 1 Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions of Plat No. 1 Delray Villas, recorded on March 29, 1979, at Official Records Book 3032, Page 0542, et. seq., of the Public Records of Palm Beach County, Florida and as amended on December 19, 1979, at Official Records Book 3197, Page 1752, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on February 25, 1981, at Official Records Book 3470, Page 0036, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on October 7, 1982, at Official Records Book 3804, Page 0924, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on December 20, 1985, at Official Records Book 4742, Page 0332, et. seq. of the Public Records of Palm Beach County, Florida; and as amended on November 3, 1987, at Official Records Book 5471, Page 234, et. seq., of the Public Records of Palm Beach County; and as amended on March 21, 1990, at Official Records Book 6393, Page 93, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on May 7, 1990, at Official Records Book 6444, Page 1969, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on June 10, 1993, at Official Records Book 7747, Page 582, et. seq., of the Public Records of Palm each County; and as amended on November 4, 1993, at Official Records Book 7965, Page 123, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on March 15, 1996, at Official Records Book 9167, Page 389, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on May 19, 2005, at Official Records Book 18612, Page 397, et. seq., of the Public Records of Palm Beach County, Florida; and as amended on December 15, 2005, at Official Records Book 19674, Page 31, et. seq., of the Public Records of Palm Beach County, Florida, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

**DELRAY VILLAS PLAT NO. 1
HOMEOWNERS' ASSOCIATION, INC.**

By: Thomas J. McCarty President

Attest: [Signature] Acting-Secretary

**AFFIDAVIT OF MAILING OR HAND DELIVERING OF
STATEMENT OF MARKETABLE TITLE ACTION
TO LOT OWNERS**

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, personally appeared THOMAS J. MCCONNY, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the special meeting of the Board of Directors of Delray Villas Plat No. 1 Homeowners' Association, Inc. for preservation of use restrictions under Marketable Record Title Act held JANUARY 26, 2009, at 7:00 P.M. at VIKING ROAD, was mailed or hand delivered in accordance with the Bylaws and applicable law. The notice was mailed or hand delivered to each lot owner at the address last furnished to the Association, as such address appears on the books of the Association, on FEBRUARY 9, 2009.

**DELRAY VILLAS PLAT NO. 1 HOMEOWNERS'
ASSOCIATION, INC.**

By: Thomas J. McConny

The foregoing instrument was acknowledged before me this 6th day of February, 2009, by THOMAS J. MCCONNY as PRESIDENT of Delray Villas Plat No. 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me, or has produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

Martha S. Belcher (Signature)

Martha S. Belcher (Print Name)
Notary Public, State of Florida at Large

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